

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

**AND**

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

**METRO LOUISVILLE PARKS DEPARTMENT  
MAINTENANCE AND RECREATION UNITS**

Effective Date: November 8, 2018

Expiration Date: June 30, 2024

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 8<sup>th</sup> day of November, 2018, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 (hereinafter referred to as "AFSCME").

## ARTICLE 1. SCOPE

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

Section 2. As used in this Agreement, "Members" means non-probationary, non-supervisory regular employees of the Metro Parks Department Maintenance and Recreation Units for whom AFSCME was recognized as the bargaining representative. Nothing contained herein is intended to limit the rights of Members or intended to limit the right of Metro Government as provided by law. Now, therefore, the parties agree to be bound by the following terms and conditions.

## ARTICLE 2. MANAGERIAL RIGHTS

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

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

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

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

### **ARTICLE 3. SUBORDINATION**

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

### **ARTICLE 4. PERSONNEL FILES**

Section 1. All official personnel records are the property of Metro Government and shall be maintained by the Human Resources Department. Only one (1) official file shall exist for each Member. However, nothing shall prevent management personnel from keeping their own individual files on personnel matters, provided that documents and/or materials in the individual files of management personnel shall not be introduced as evidence in any disciplinary matter. Only those documents and materials in the official file of an employee may be introduced for such purposes.

Section 2. Metro Government will comply with the Kentucky Open Records Act as it relates to Members' personnel files. A Member shall have the right to review the contents of their personnel file. The Human Resources Department shall have three (3) working days to respond to any and all requests. Individuals, including Union Representatives, with written permission from a Member shall have the right to review the contents of the Member's personnel file. Reasonable requests to copy documents in the files shall be honored. The fee for photocopies shall be ten cents (.10) per page.

Section 3. Nothing in the Collective Bargaining Agreement shall be construed to allow the circumvention of Metro Government personnel policies regarding the release of personnel records, nor allow violations of the provisions of KRS 61.870, et seq. All official personnel files shall be kept confidential from the public to the extent possible under the Open Records Act.

Section 4. An AFSCME Member may submit a written document to their official personnel file for inclusion in the file. The document shall not contain any inflammatory or derogatory statements.

Section 5. Upon the written request of an AFSCME Member, Metro Government shall remove any documents pertaining to counseling and/or disciplinary after the specified timelines listed below. Counseling and or minor infractions expire after a twelve (12) month period has elapsed from the date of infraction.

## **ARTICLE 5. UNION SECURITY**

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

Section 2. The check-off of regular AFSCME membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Membership shall continue from calendar year to calendar year unless Member notifies Metro Government and AFSCME expressly and individually, in writing, by certified mail that such dues are not to be deducted. Any written revocation of membership must be filed between August 1 and August 31 of the year immediately preceding the year in which the membership is to be cancelled. A fair share fee may be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by AFSCME with appropriate advance notice given to the Metro Government and affected Members.

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

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

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

Section 6. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of the Union a P.E.O.P.L.E. deduction as provided for in a written

authorization. Such authorization must be executed by the Member and may be revoked by the Member at any time by giving written notice to both Metro Government and AFSCME. Metro Government agrees to remit any deductions made pursuant to this provision after showing the name of each Member from whose pay such deductions have been made and the amount deducted during the periods covered by the remittance. The check would be sent to the American Federation of State, County and Municipal Employees (AFSCME) International office, at the following address:

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

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

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

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

Section 8.  
When a new or vacant position covered by the AFSCME union is posted through the Metro Government Human Resources Department, such position shall be clearly marked as an AFSCME union position.

Section 9. 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 10. Right to Work  
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. In the event it becomes legal to do so, Louisville Metro acknowledges AFSCME's right to collect fair share fees and will direct payroll to make the appropriate deductions from all fair share Members during the pay period immediately following the effective legal date of execution.

## **ARTICLE 6. UNION BUSINESS AND UNION STEWARDS**

### **Section 1. Contract Negotiations**

AFSCME may select not more than five (5) Members, plus two (2) alternates who can substitute for any of the original five (5) Members, to represent AFSCME in the negotiation of a collective bargaining agreement during working hours without loss in compensation. When possible, the contract committee Members will be pulled equally from the six (6) respective districts. The names of such representatives of AFSCME shall be submitted to the Parks Director or designee. Directors shall be notified if there is a change in representatives on a temporary or permanent basis.

**Section 2.     *Stewards and Service Officer***

(A) AFSCME shall designate nine (9) stewards for the bargaining unit representing Members covered by this Agreement. When possible, each steward shall be elected from and serve within the respective district in which the stewards serves. The duties of the stewards shall be limited to (a) investigating and/or presenting grievances; (b) communicating information from AFSCME to its Members in writing or if not in writing, information of a routine nature which will not interfere with Park business; (c) administration of the Agreement, and (d) Union representation for a Member when requested at any disciplinary meetings.

AFSCME may select a Lead Steward from among the nine (9) stewards who shall be permitted to substitute for any one (1) of the area stewards who is on vacation, on sick leave or otherwise absent.

Should it become necessary for a steward to leave their workstation during normal working hours for any purpose set herein, the steward shall notify their supervisor. The supervisor shall make reasonable efforts to allow the steward to leave their workstation and the permission of the supervisor shall not be unreasonably withheld.

Stewards shall hold super-seniority in the bargaining unit for purpose of layoff only.

(B) The Lead Steward or AFSCME Officer will also serve as the Service Officer for the bargaining unit. The AFSCME Officer will be subject to all the provisions set forth in this Article. The AFSCME Officer will hold a full-time position with the Parks Department. The Parks Department will pay up to one thousand (1000) hours per calendar year for Union business by the AFSCME Officer as outlined above, with the exception of contract negotiations. Any hours worked on Union business by the AFSCME Officer in excess of one thousand (1000) hours within a calendar year shall be considered an approved unpaid leave. The Parks Department may, at the request of AFSCME, compensate the AFSCME Officer for the time spent in excess of one thousand (1000) hours provided AFSCME agrees to reimburse the Parks Department.

(C) Metro Government shall grant time off up to a maximum of ten (10) working days per year with pay for the bargaining unit, cumulatively, for the performance of Union business by either the AFSCME Officer or Stewards. For permission to utilize such leave, a written request for approval shall be submitted to the Director or designee fifteen (15) working days prior to such leave. To receive paid time off for Union business, employee must record this time on payroll, and designate that the time is for Union business.

**Section 3.     *Union Access***

(A) Bulletin boards. Metro Government agrees to provide AFSCME designated space for bulletin boards upon which AFSCME may post notice of meetings, announcements, or information of interest to its Members. AFSCME further agrees that it will not post any material which would be derogatory to any individual, Metro Government, Metro Parks Department, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of AFSCME. All notices of AFSCME will consist of items in good grammar and taste and shall be signed by an AFSCME representative and shall be on AFSCME letterhead. Copies of any material so posted shall be furnished to the Parks Director or designee. Any material which Metro Government determines to be in violation of this Agreement shall be removed by Metro Government and AFSCME will be so informed. In addition, Metro Government agrees AFSCME



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

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

(C) Solicitation of membership and activities concerned within the internal management of AFSCME, such as collecting dues, holding of membership meetings, campaigning for office, and distributing literature shall not be conducted during working hours. All employees involved in this solicitation process shall be on a designated lunch and/or break.

**Section 4.     *Unpaid leaves approved***

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

**Section 5.     *Union Insignia***

Members shall be allowed to wear hats, reasonably sized pins or buttons reflecting membership in AFSCME, provided however, such union insignia does not interfere with work performance, safety, discipline, public relations, or have adverse impact on the Parks Department. In addition, those Members working in a service uniform shall be required to have said reasonably sized pins or buttons approved by the Parks Director or their designee prior to wearing said pins or buttons on their uniform. Such approval shall not be unreasonably withheld.

**Section 6.     *Notice of New Hires***

The Parks Department shall notify AFSCME within thirty (30) days of any new employee being added to the payroll in a position covered by this Agreement.

The Union will participate in the interview process for the hiring of Union employees with one Union selected representative knowledgeable in the applicable field when interviews are necessary. Interview guidelines as established by Metro must be followed by the Union representative.

**Section 7.     *Notice of Policy Changes***

Metro Parks shall give prior notice to AFSCME in writing of any Parks' policy changes affecting Members. No change in policy shall be effective until it has been sent via e-mail to all the district stewards and the union office at least ten (10) days prior, except in case of emergency.

**Section 8.     *Labor-Management/Safety Committee Meetings***

Metro Parks and AFSCME will meet at least once per quarter for the purpose of discussing issues important to both. This meeting 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 work place safety, job classifications, training needs, staffing concerns and other general issues.

Employees who are Members of the Joint Labor-Management or Safety Committees established pursuant to the Agreement shall be allowed a reasonable time away from their regular duties to engage in such committee meetings. When it becomes necessary for a committee Member to leave their work station during their work hours, such committee Member shall notify their supervisor. Prior approval to leave a work station must be obtained by the committee Member from the supervisor. It is understood and agreed that the attendance at Labor-Management Committee or Safety Committee meetings during work hours shall be without loss of pay. Every attempt shall be made to schedule meetings and activities during normal work hours.

**Section 9.     *Union Orientation***

The Union will be allowed fifteen (15) minutes during the Metro Government's Human Resources Department orientation process, in which to make a presentation regarding Union membership for eligible employees. Metro Government will make every effort to advise AFSCME of employee orientation dates and times, not less than five (5) days prior to the scheduled orientation.

**Section 10.    *Discrimination/Coercion***

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

**ARTICLE 7.           DISCIPLINE**

**Section 1.**     Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. A meeting on disciplinary action for minor infractions only shall be held by the Director or designee no later than ten (10) consecutive days from the date that the investigation and/or fact-finding process of the alleged incident has been completed. With the exception of counseling, warnings and reprimands, all intended disciplinary actions must be reviewed by the Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense.

No previous minor infractions may be considered except for those brought within the immediate preceding six (6) months. Minor infractions are defined as infractions that were handled with progressive discipline beginning with a counseling statement and have not progressed beyond a written reprimand.

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

a. COUNSELING: In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. Metro Parks will maintain a written record of such counseling. Counseling is not discipline.

b. WRITTEN WARNINGS: When infractions of rules are more serious or there are repeated minor infractions, a supervisor may issue a written warning to a Member. Written warnings shall be in writing and given to the Member and their Steward. The Parks Director or designee will send a copy of the written warning to the Human Resources Department where the written warning will be placed in the Member's personnel file. The Member may grieve a written warning through the Grievance Procedure in this Agreement.

c. WRITTEN REPRIMANDS: When infractions of rules are major or there are repeated minor infractions, a supervisor may reprimand a Member. Reprimands shall be in writing and given to the Member and their steward. The Parks Director or designee will send a copy of the reprimand to the Department of Human Resources where the reprimand will be placed in the Member's personnel file. The Member may grieve a written reprimand through the Grievance Procedure in this Agreement.

d. SUSPENSIONS: The Parks Director or designee may recommend that a Member be suspended without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to thirty (30) days during any twelve (12) consecutive months. The Member may grieve a suspension through the Grievance Procedure in this Agreement. Suspensions of more than thirty (30) days in a 12-month period shall result in dismissal of the Member.

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

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

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

Section 4. A copy of any disciplinary action that is to be placed in a Member's file shall be given to that Member and the Union by giving same to the Union Steward.

Section 5. Any disciplinary notice provided the employee shall also be provided to AFSCME whether or not the employee waives representation.

## **ARTICLE 8. GRIEVANCE PROCEDURE**

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

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

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

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

Step 1. Within seven (7) consecutive work days of the aggrieved event, the Member and AFSCME shall meet with the Member's most immediate supervisor outside of the bargaining unit during the Member's regularly scheduled work period and attempt to resolve the grievance. If more than one Member is involved, the most senior Member's schedule will define work days.

Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within seven (7) consecutive days of the conference, request, in writing, a conference with the Parks Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Parks Director or designee within ten (10) days of the request.

The Director or designee shall give a written answer to the Member and AFSCME within ten (10) days of the conference. The Member's AFSCME representation at this step shall be limited to one (1) steward or employee-officer and one (1) non-employee representative.

Step 3. If after this conference, the grievance is still not resolved, within seven (7) consecutive days of receipt of the Parks Director's or designee's written answer, the Member and AFSCME may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member's AFSCME representation at this and all subsequent steps in this grievance procedure is limited to one (1) steward, one (1) employee-officer and two (2) non-employee representatives, inclusive of an attorney if used. Within thirty (30) days of receipt of the grievance, the Human Resources Director will make a determination and advise the Parks Director or designee and the Member and AFSCME of the decision in writing.

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

Step 5. If the Member and AFSCME are still aggrieved after the recommendation of the mediator, the Member and AFSCME may forward the grievance in writing within twenty (20) calendar days from the receipt of the mediator's recommendation to an impartial arbitrator selected by the parties in accordance with the procedures established by the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall schedule a conference with the aggrieved Member to assist in the determination. Within sixty (60) calendar days after receipt of the grievance, the arbitrator will make a determination and advise the Mayor, the Member and AFSCME of their decision. 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 recommend an award which is in conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to them and shall confine the decision to a determination of the fact and an interpretation and application of this Agreement. The cost of arbitration shall be equally divided between AFSCME and Metro Government. The arbitrator's decision shall be advisory on all parties.

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

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, the Member or AFSCME may advance the grievance to the next step.

Section 5. It is agreed that the grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of the termination of this Agreement.

Section 6. Members required to attend presentations, conferences or hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any Member for any of the above listed proceedings.

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

## **ARTICLE 9. SENIORITY**

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of a Member begins with the most recent date of employment with the Parks Department, provided, however, all probationary employees must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with Metro Parks.

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

- a) Terminated for cause
- b) Voluntarily resigns;
- c) Laid-off and not recalled within two (2) years of such layoff;
- d) Fails to return to work by recall subsequent to a lay-off within seven (7) days after having been notified to do so by certified mail to last known address.

When a Member is terminated for any of these reasons, and is subsequently re-employed, he shall be considered a new employee.

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

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

Section 5. The Parks Department shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every three (3) months, or as requested.

Section 6. In case of accretion, Metro Government and AFSCME shall discuss seniority of affected Members prior to implementation.

Section 7. Upon a Member's recall or hire into another Metro Government position covered by this collective bargaining agreement during the layoff, seniority will continue as such had they never been laid off.

Section 8. Metro Government agrees to provide Members the Preferred Employee/Applicant Recruitment List (“PEARL”) formerly known as a “talent pool”.

Section 9. Effective upon the execution of this Agreement, when two (2) or more Members of Parks Department, Maintenance and Recreation Units, have the same seniority date, the process used to determine the Member with the most seniority will be resolved by a coin flip or by random draw, in the case of more than two (2) eligible Members, in the presence of a Union representative and all the Members involved. This process will be administered by the Union with a Metro representative observing.

## **ARTICLE 10. JOB BIDDING AND PROMOTIONS**

Section 1. When a vacancy is to be filled or a job is created in a position covered by this Agreement, including promotional opportunities, the notice of the position to be filled shall be posted for five (5) working days in conspicuous locations appropriate for such notice in Parks facilities and a copy given to AFSCME.

Section 2. When an opportunity occurs to promote an employee, such promotion shall be based on the following criteria: seniority; attainment of required skills and experience; and documented employment factors relating to the Member’s job history. The above criteria are not listed in order of priority.

Section 3. The Parks Director or designee shall have the right to fill the position temporarily, provided, however temporary assignments must meet the standard set forth above.

Section 4. If a Member receives a promotional position, he shall be placed in Step 1 of the promotional pay range, if that step provides an actual increase in wages for the Member. If not, the Member will be placed in Step 1 of the wage scale, and their salary shall be red-circled until it catches up to the pay scale wherein the Member can continue to progress through the Steps.

Section 5. For demotions, the Member shall be placed in the same step with the associated pay rate of the lower pay grade and red-circled until the years in classification catches up to the pay scale.

Section 6. AFSCME shall be notified as to the names of the applicants in the bargaining unit applying for the position and the name of the person awarded the position.

## **ARTICLE 11. TRANSFERS**

Section 1. Transfer of Members is the movement from one position or task assignment to another position of the same job class or task assignment within Metro Parks Department, Maintenance and Recreation units that does not result in a promotion or demotion. Transfers shall not be made for disciplinary reasons, nor be unreasonably withheld during the transfer process.

Section 2. Between October 1 and December 15 of every two (2) years of this Agreement, Members in the classifications of Park Worker I, Park Worker II and Golf Maintenance Worker II shall be provided an opportunity to make a voluntary transfer within the Parks Department, to be effective by the third full pay period in January by order of seniority.

Management shall have the right of assignment based on reverse order of seniority (least to most) in the case of involuntary transfers.

Section 3. Between August 1 and August 31 of every two (2) years of this Agreement, Members in the Recreation Division shall be provided an opportunity to make a voluntary transfer within the Recreation Division, to be effective by the third full pay period in January by order of seniority. Management shall have the right of assignment based on reverse order of seniority (least to most) in the case of involuntary movements.

## **ARTICLE 12. LAYOFF AND RECALL**

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

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

Section 3. Layoffs of Members within each job classification shall be in the reverse order of seniority as defined in Article 10 of this Agreement. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in a different classification in the same or lower wage scale, if the Member meets the qualifications of that classification as defined by Metro Government's Director of Human Resources. A Member exercising seniority upon lay-off to a lower paid position shall take the wage rate of the position being taken.

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

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

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

## **ARTICLE 13. WAGE SCHEDULE AND LONGEVITY PAY**

### Section 1.

Members will move within the "Wage Schedule" based on years of service in their respective classification.

Effective as of execution of this Agreement, vacant position 70501869 will be reclassified from Park Worker 11 CDL (071300) to Forester 1 (072210).



**July 1, 2018 – June 30, 2019**

<b>Sal</b>	<b>Admin</b>	<b>Grade</b>	<b>Job Code</b>	<b>Job Name</b>	<b><u>Years of Service in the Classification</u></b>			
					<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>
		<b><u>Full</u></b>			<b><u>0-1 yrs</u></b>	<b><u>1-3 yrs</u></b>	<b><u>3-6 yrs</u></b>	<b><u>6+ yrs</u></b>
	<b><u>Maint</u></b>	<b><u>Time</u></b>						
U35M		01	071360	Park Worker I	13.55	14.16	14.83	15.47
U35M		02	019810	Storekeeper II	15.40	16.13	16.92	17.70
U35M		02	071330	Park Worker II	15.40	16.13	16.92	17.70
U35M		02	071300	Park Worker II-P/U-CDL	15.40	16.13	16.92	17.70
U35M		03	074420	Golf Maintenance Worker II	15.69	16.42	17.24	18.03
U35M		03	062810	Maintenance Trades Assistant	15.69	16.42	17.24	18.03
U35M		04	072420	Horticultural Park Worker I	15.97	16.74	17.56	18.35
U35M		05	072210	Forester I	16.93	17.70	18.52	19.42
U35M		06	063630	Carpenter	17.42	18.18	19.03	19.95
U35M		06	063540	Welder	17.42	18.18	19.03	19.95
U35M		06	063390	Plumber P/U	17.42	18.18	19.03	19.95
U35M		06	063420	Plumber P/U - CDL	17.42	18.18	19.03	19.95
U35M		07	079900	Mechanic II	18.17	19.02	19.92	20.75
U35M		07	071270	Park Worker III P/U/CDL	18.17	19.02	19.92	20.75
U35M		07	074400	Golf Maintenance Worker III	18.17	19.02	19.92	20.75
U35M		08	054480	Pool Technicians	19.02	19.94	20.85	21.74
U35M		10	063270	Electrician II	20.74	21.76	22.75	23.82
	<b><u>Rec</u></b>	<b><u>Full</u></b>						
		<b><u>Time</u></b>						
U35R		01	053330	Recreation Worker	12.79	13.28	13.88	14.59
U35R		02	061570	Historic Assistant	14.86	15.57	16.36	17.15
U35R		03	053270	Recreation Assistant	15.31	16.02	16.85	17.64
U35R		04	061480	Historic Site Supervisor	16.13	16.89	17.73	18.62
U35R		05	053210	Recreation Leader	16.60	17.38	18.25	19.07
		<b><u>Part</u></b>						
		<b><u>Time</u></b>						
U35S		01P	053360	Recreation Worker	11.14			
U35S		06	Not Assgn	Recreation Aide	8.26			

**Section 2.** Effective July 1, 2019 through June 30, 2020, Members on the payroll will receive a two percent (2%) cost of living adjustment.

**Section 3.** Effective July 1, 2020 through June 30, 2021, Members on the payroll will receive a two percent (2%) cost of living adjustment.

**Section 4.** Effective July 1, 2021 through June 30, 2022, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 5. Effective July 1, 2022 through June 30, 2023, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 6. Effective July 1, 2023 through June 30, 2024, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 7. Effective upon execution of this Agreement, each Member shall be given a one-time stipend of fifteen-hundred dollars (\$1,500).

Section 8. In addition to the above hourly rates, a Member in a CDL slot, with a valid Class B license shall receive an additional fifty cents (\$.50) per hour, and a Member with a valid Class A license shall receive an additional sixty cents (\$.60) per hour.

In addition to the above hourly rates, a Member assigned to a regularly scheduled work crew that starts after 12:00 noon shall receive an additional \$ .15 per hour.

Section 9. Beginning November 15, 2018, Members in the Maintenance Unit and the Recreational Unit shall receive annual longevity pay in the following amounts:

<b>Year of Continuous Service</b>	<b>Annual Longevity Pay</b>
From one (1) to six (6)	\$ 100.00
After seven (7), but less than ten (10)	\$ 400.00
After ten (10), but less than fifteen (15)	\$ 500.00
After fifteen (15), but less than twenty (20)	\$ 600.00
After twenty (20), but less than twenty-five (25)	\$ 700.00
After twenty-five (25)	\$ 800.00

Longevity pay shall be calculated as of November 15 each fiscal year and payable the first pay period in December of that respective fiscal year.

Section 10. Park Worker II's who passed Landscape Maintenance Courses in 1996, 1997 and 1998 and received an additional premium per hour base pay under prior Agreements shall continue to receive the premiums as follows:

1996	\$.15 per hour
1997	\$.10 per hour
1998	\$.05 per hour

Section 11. Any Park Worker I, II, or III, up to a maximum of thirty (30%) percent of these classifications, who successfully obtains and maintains their Kentucky Agricultural License/Certification will receive an additional fifteen (\$.15) cents an hour. Effective upon execution of this agreement, this amount will increase to twenty-five (\$.25) cents an hour.

Section 12. Pay for Members will be by direct deposit on a bi-weekly basis.

## **ARTICLE 14. PERSONNEL POLICY**

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made during the term of this Agreement shall apply to the Members, including, but not limited to: retirement benefits, tuition assistance, vacation, workers compensation, Employee Assistance Program, unemployment insurance, group dental insurance, sick leave, jury duty and witness leave, military training and service, voting leave, family & medical leave and personal leaves of absence.

## **ARTICLE 15. FOR RECREATIONAL UNIT: WORK WEEK/OVERTIME**

Section 1. If ready, willing and able to work, all full-time Members shall work a forty (40) hour work week consisting of a minimum of five (5) consecutive days, except for emergency circumstances. The work week shall run from Sunday through the following Saturday, during seven (7) consecutive twenty-four (24) hour periods. Any hours worked in a work day will be consecutive hours. No work schedule shall be changed as a result of punitive or arbitrary reasons.

Section 2. Unless otherwise provided in this Agreement, overtime will be divided equally among Members who meet the minimum qualifications within a classification by seniority.

Section 3. The provision of this article shall not apply to overtime equalization required for snow emergency assignments required of the Recreation Department by Metro Government or to other overtime assignments of an emergency nature, including, but not limited to, natural disasters. If this cause deviation from overtime equalization, the Director will use his best efforts to equalize the overtime offerings and the Union recognizes that such efforts will require some deviation from the overtime provisions to bring this dis-equalization back into equalization.

### Section 4. 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, when a Member has left the work premises and is contacted at home or anywhere other than at a work site, shall be paid at one and one-half (1 1/2) 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. If so directed by supervisory authority, a Member called out shall work the four (4) hours minimum period.

Neither regularly scheduled nor unscheduled overtime as defined herein shall be considered "call out" for which a four (4) hour minimum "call out pay" is required. Regularly scheduled overtime is overtime which is scheduled on a weekly basis beyond the hours normally worked by the Member. Unscheduled overtime is overtime requested of the Member while still at a work site either before or after the Member's normally scheduled shift.

**ARTICLE 16. FOR MAINTENANCE UNIT: WORK SCHEDULE; OVERTIME;  
CALL OUT PAY; AND PAY FOR GOLF COURSE MAINTENANCE AND PARKS  
MAINTENANCE**

Section 1. *Work Schedule*

Metro Parks shall publish a work schedule for each respective Member and transmit that to each Member on the last scheduled day of that Member's workweek preceding the next scheduled workweek.

Members will work a forty (40) hour workweek consisting of either five (5) consecutive workdays of eight (8) consecutive hours or four (4) consecutive workdays of ten (10) consecutive hours, either of which shall be termed a "work day." Additionally, Members shall have a regular starting time.

Section 2. *Overtime*

A Member shall be paid one and one half (1 1/2) times the Member's regular hourly rate for all hours worked in excess of forty (40) hours. Paid and unpaid leave shall not be counted as time worked for purposes of overtime.

Unless otherwise provided in this Agreement, overtime will be divided equally among Members who meet the minimum qualifications within a classification by seniority.

Without interrupting an uncompleted job in progress (hereinafter "continuation work"), overtime shall be divided equally within a classification among those capable of doing the job where overtime is required. For purposes of this Agreement, work will be considered continuation work only if the time to complete the job in progress is two (2) hours or less. Otherwise, the work shall be considered regular overtime. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of doing the work will be required to work the overtime. However, overtime premium pay shall not be pyramided.

For purpose of this Agreement, the workweek shall run from midnight Saturday through the following Saturday, with a total of one-hundred sixty-eight (168) hours, during seven (7) consecutive twenty-four (24) hour periods.

The provisions of this Article, concerning overtime equalization shall not apply to snow removal assignments or to other overtime assignments of an emergency nature, including but not limited to natural disasters. Nevertheless, the Director or his designee will use his best efforts to equalize the overtime offerings and the Union recognizes that such efforts will require some deviation from the overtime provisions to bring overtime offerings back into equalization.

The Director or his designee is able to vary the number of hours per day (i.e., more or less than eight (8) per day) and days per week worked (i.e., nonconsecutive) for Member in golf course operations and forestry.

Section 3.     *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, when a Member has left the work premises and is contacted at home or anywhere other than at a work site, shall be paid at one and one-half (1 1/2) 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. If so directed by supervisory authority, a Member called out shall work the four (4) hours minimum period.

Neither regularly scheduled nor unscheduled overtime as defined herein shall be considered "call out" for which a four (4) hour minimum "call out pay" is required. Regularly scheduled overtime is overtime which is scheduled on a weekly basis beyond the hours normally worked by the Member. Unscheduled overtime is overtime requested of the Member while still at a work site either before or after the Member's normally scheduled shift.

Section 4.     *Golf Course Maintenance*

A Member performing the work of golf course maintenance on Saturday or Sunday shall receive two (\$2.00) dollars per hour in addition to the Member's regular hourly rate, unless the Member is receiving overtime pay for such hours worked.

**ARTICLE 17.           WORK AS A LEAD PARK WORKER; TEMPORARY WORK AT HIGHER CLASSIFICATION**

Section 1.     *Work as a lead park worker*

Members are not permitted to perform supervisory work. However, Metro Government shall have the right to assign Members to the job of lead park worker on a temporary basis without job bid and at Metro Government's discretion. The Director, or his designee, will use his best efforts to equalize the assignment of a lead park worker for all Members who are qualified and willing to perform the work. However, AFSCME recognizes that these assignments are not based strictly on seniority. Except as provided herein, Members assigned as lead park workers shall not perform any tasks of a supervisor.

A Member acting as a lead park worker shall:

- a.       relay supervisor's instructions as to the assignment of Members to various jobs.
- b.       instruct other Members as to the normal method, materials and equipment used in the completion of the work in the unit of which the Member is assigned.
- c.       be responsible for the completion and performance of the job assigned.

A Member acting as a lead park worker shall not:

- a.       be responsible for taking timecards to the Parks' Personnel Office.
- b.       be responsible for picking up or delivering payroll checks from the Parks' Personnel Office.

Section 2.     A Member assigned as a lead park worker in the Maintenance Unit shall be paid at the rate of \$1.00 per hour above the published rate of the job classification to which the Member is normally assigned. A Member is to be paid for the entire shift when assigned as lead park worker.

Section 3. Whenever a Recreation Center Supervisor is not scheduled to work a complete work-day, (i.e. any regularly schedule day(s) off including any vacation, sick leave or compensated day(s) off), the Member designated by the Recreation Center Supervisor to be a “lead person” for that day would receive \$1.00 per hour increase for the hours worked on the respective day when the Recreation Center Supervisor did not work.

Section 4. Temporary Work in a Higher Classification

Any Member directed by supervisory authority to work on a job with a higher rate of pay, shall receive the higher rate after the first hour of such assignment (minimum 5% higher rate), and such higher rate shall be continued as long as the Member is so assigned.

**ARTICLE 18. DRUG AND ALCOHOL POLICY PERTAINING TO EMPLOYEES  
HOLDING COMMERCIAL DRIVER’S LICENSES**

Except as otherwise provided herein, the Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver’s Licenses in the Metro Government Personnel Policy, and any amendments thereto which may be made during the term of this Agreement, shall apply to the Members. If any Member feels that any "positive" drug test results, which is the result of any initial test, is in error, they may request that the sample be sent to another approved Metro Government laboratory. The Member will be required to pay the cost of the second test (approximately \$100.00) in advance or sign the authorization for Metro Government to deduct that cost from any amounts currently owed that Member. If the second test is "negative", the cost of the test will be refunded.

**ARTICLE 19. COMMERCIAL DRIVER'S LICENSE RENEWAL AND  
REIMBURSEMENT FOR COSTS**

Any Member required by federal statute and regulations or their respective job classification to renew their Commercial Driver's License ("CDL") and as a consequence thereof be required to take a physical exam(s) for re-certification of the CDL renewal shall be reimbursed for: 1) the cost of the renewal of the CDL; and 2) the cost of the physical exam(s) at the Metro Government provider for the renewal of the CDL. To receive such reimbursement, the Member must produce/submit a "paid receipt" for such exam.

**ARTICLE 20. PROBATIONARY EMPLOYEES**

Employees hired or rehired into positions covered by this Agreement shall be considered as probationary employees. The probationary period shall be for one hundred twenty (120) days. If Metro Government desires to extend the probationary period of an employee, such probationary period shall be extended for an additional ninety (90) days with written notification to the employee and AFSCME citing the reason for the extension, at least ten (10) working days

prior to the end of the initial one hundred and twenty (120) day probationary period. The Parks Director or designee will provide the employee whose probationary period is being extended with a written evaluation of the employee's performance explaining what the employee must do to satisfactorily complete probation. Except as otherwise provided herein, the Louisville/Metro Government Personnel Policies shall govern probationary employment.

#### **ARTICLE 21. PERSONAL DAY**

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

#### **ARTICLE 22. MODIFIED DUTY/RETURN TO WORK (RTW)**

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

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

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose their 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 23. CERTAIN FRINGE BENEFITS**

Except as otherwise provided herein, the provisions of Metro Government's Personnel Policies concerning benefits and any amendments thereto that may be made during the term of this Agreement, shall apply to the Members.

### **Section 1. Holidays**

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

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

Members shall also receive two (2) additional floating holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for floating holidays upon termination of employment. Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Members hired between July 1 and October 31 will receive one (1) floating holiday their first calendar year of employment.

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

### **Section 2. 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 3. Health Insurance**

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the



designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. The health insurance benefit plan available to all Metro Government employees are the benefit plans available to Members under this CBA. Members will pay the same premiums available to all other Metro Government employees.

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 4. Long Term Disability**

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

**Section 5. Life Insurance**

Metro Government shall provide to all full time Members life insurance in the amount of fifty thousand dollars (\$50,000.00); provided, however, if the life insurance offered by Metro Government to the non-union employees decreases, the coverage for Members shall decrease to the same level, but shall not decrease to less than fifteen thousand dollars (\$15,000.00) in coverage. The life insurance program where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at a cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

**Section 6. Uniforms**

Metro Government shall supply uniforms to Members in the Maintenance Unit who are required to wear uniforms, as well as safety equipment as determined by Metro Government, to be used in the performance of their work at no cost to the Member, up to one-hundred thirty dollars (\$130.00) annually per Member. Effective upon execution of this Agreement, this amount will increase to one-hundred fifty dollars (\$150.00) annually per Member.

Metro Government shall supply uniforms to Members in the Recreational Unit who are required to wear uniforms.

**Section 7. Sick Leave**

A. Sick leave shall be granted to a Member when that Member is unable to perform his job duties as a result of sickness or injury or in the case of serious illness in the Member's immediate family that requires the presence of the Member. Immediate family of the Member will be the Member's parents, grandparents, spouse or children. Any sick leave in excess of two (2) consecutive days in the case of illness in the Member's immediate family shall require the specific approval of the Parks Director or designee. The Member shall be required to notify his/her immediate supervisor or designee of the need for sick leave as close to the start of the Member's shift as possible, but no later than one (1) hour after the time set for beginning work. There must be three (3) attempts to notify Management before a call can be made to City Radio; Parks Director

or designee will provide contact names to Members. Sick leave shall not be computed as time worked for the purpose of overtime.

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

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

A Member, with prior approval of the Member's supervisor, may be allowed to flex his time to offset time off for a doctor's appointment for a period of not more than four (4) hours in a standard workday for the Member or the Member's immediate family (spouse, minor age child, or parent) which requires the presence of the Member.

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

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

ii. Members shall participate in the County Employees Retirement System (CERS) established by the Kentucky legislature in the same manner as other Metro Government employees. Members may participate in the Kentucky Retirement Systems program that allows the purchase of service credit with County Employees Retirement System (CERS), established by the Kentucky legislature, in the same manner as other Metro Government employees as long as the program is offered by the Kentucky Retirement System.

### **Section 8. Vacation**

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

<b>Full Years of Service With Metro Government</b>	<b>Annual Accrual Rate</b>
0 - 1 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days

10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

Vacation credit shall only accrue as to the most recent employment date as a regular full-time employee.

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

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

Vacation time shall not be computed as time worked for purposes of overtime.

**Section 9. Lunch Period/Breaks**

Members in the Maintenance Unit shall be granted two (2) compensated fifteen (15) minute break periods, a one-half (1/2) hour unpaid lunch period in each workday. Members shall be permitted to combine the two (2) fifteen (15) minute break periods with the half (1/2) hour unpaid lunch period for a full hour for lunch. For consistency, crews must adhere to the same break and/or lunch.

Members in the Recreational Unit shall be granted two (2) compensated fifteen (15) minute break periods, one (1) in the first half of the shift and one (1) in the second half of the shift and an hour lunch unpaid period in one eight (8) hour work day, to occur at the midpoint of the work shift, unless emergency circumstances require otherwise.

**Section 10. 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 11. Training**

Members shall have the right to participate in any Metro Government training program, subject to the approval of the Member's supervisor and a determination of the need for such training for the Member's job classification.

**Section 12. Tools, Vehicles and Equipment**

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

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

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

**Section 13. Employee Assistance Program**

Members shall have access to an Employee Assistance Program provided by Metro Government to all employees. Any requirement of Metro Government to furnish an employee assistance program is conditional upon the budgetary restraints of Metro Government. This section does not require the continuation of the current program.

**Section 14. Safe Working Conditions**

Metro Government shall comply with occupational safety and health standards promulgated by federal, state or local laws.

**Section 15. Funeral Leave**

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

**Section 16. Mileage**

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

**Section 17. Job Hazard Analysis (“JHA”)**

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

**Section 18. Safety Policy**

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

**Section 19.** All benefits will be calculated based on a standard workday.

**ARTICLE 24. UNAUTHORIZED ACTIVITIES**

AFSCME shall neither cause nor counsel any Member to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity. In the event any Member(s) violates this Article, the Metro Government shall immediately notify AFSCME. AFSCME shall immediately notify the Member(s) in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said Member(s) to return immediately to normal duties. Members who engage in such activity shall be subject to disciplinary action up to and including discharge and such Member shall not be entitled to or have any recourse through the Grievance Procedure. It is understood that this section does not limit the Metro Government from any other remedies provided by law.

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

**ARTICLE 25. ERODING THE BARGAINING UNIT**

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

B. Metro Government shall not subcontract outside the bargaining unit for any work and services normally and historically performed by employees covered under the terms and conditions of this Agreement for the purpose of permanently reducing or replacing the employees covered by this Agreement. Metro Government retains the right to subcontract work outside the bargaining unit that is not normally performed within the unit, and in cases when the unit workforce is not sufficient, as long as such action does not result in layoffs or cause Members to lose hours or income. It is further agreed that it is the intent of Parks to reach and maintain adequate staffing levels for the efficient and effective operation of Parks subject to all Management Rights as outlined in Article 2 of the CBA.

C. Seasonal workers will not be employed any longer than one hundred eighty (180) calendar days from the date of initial hire. In regard to job assignments, as well as in efforts to cross-train staff, first consideration will be given with respect to the most qualified Member.

**ARTICLE 26. ENTIRE AGREEMENT**

Section 1. Metro Government and AFSCME shall not be bound by any requirement not specifically stated in this Agreement.

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

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

**ARTICLE 27. TERM OF AGREEMENT**

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend through June 30, 2024. The parties agree to commence bargaining on a subsequent Agreement no later than one hundred twenty (120) days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 8<sup>th</sup> day of November, 2018.

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**

BY: Greg Fischer, Mayor  
Greg Fischer, Mayor

Date: 11/8/18

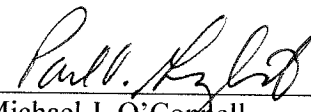
**AMERICAN FEDERATION OF STATE, LOCAL  
& COUNTY MUNICIPAL EMPLOYEES, AFL-CIO,  
LOCAL 2629**

BY:

  
\_\_\_\_\_  
PRESIDENT AFSCME LOCAL 2629

Date: 11-5-18

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael J. O'Connell  
Jefferson County Attorney