

RESOLUTION NO. 036, SERIES 2018

A RESOLUTION RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (FEBRUARY 13, 2018 TO JUNE 30, 2023) RELATING TO WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND TEAMSTERS LOCAL UNION NO. 783, AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CONCERNING CERTAIN EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS & ASSETS, THE DEPARTMENT OF CODES & REGULATIONS, METRO POLICE DEPARTMENT, FACILITIES & FLEET MANAGEMENT DEPARTMENT, AND PARKING AUTHORITY OF RIVER CITY DEPARTMENT.

SPONSORED BY: COUNCIL MEMBER BUTLER

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783, affiliate of the International Brotherhood of Teamsters, concerning certain employees of the Department of Public Works & Assets, the Department of Codes & Regulations, Metro Police Department, Facilities & Fleet Management Department, and Parking Authority of River City Department; and

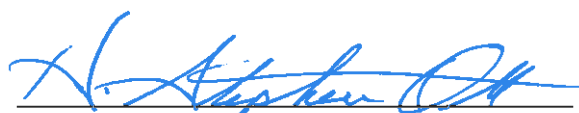
WHEREAS, pursuant to LMCO § 35.057, upon agreement between the parties to the Collective Bargaining Agreement, the Legislative Council of the Louisville/Jefferson County Metro Government must approve a resolution for the agreement to become final and binding.

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

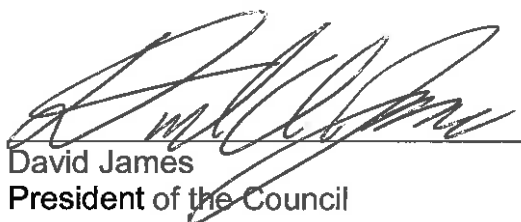
SECTION I. That the Collective Bargaining Agreement (February 13, 2018 through June 30, 2023) reached by and between Louisville/Jefferson County Metro Government and Teamsters Local Union No. 783, affiliate of the International

Brotherhood of Teamsters, on behalf of bargaining unit employees within the Department of Public Works and Assets, the Department of Codes & Regulations, Metro Police Department, Facilities & Fleet Management Department, and Parking Authority of River City Department, concerning wages, 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.



H. Stephen Ott
Metro Council Clerk



David James
President of the Council



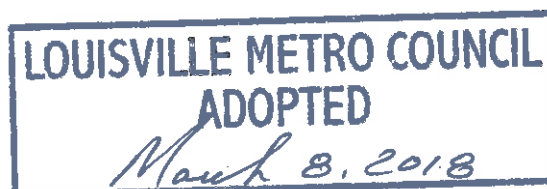
Greg Fischer
Mayor

3-12-18

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney



BY:  _____

R-030-18 - CBA for Certain Employees within Various Departments nl 021518.docx

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

and

TEAMSTERS LOCAL UNION NO. 783

AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

**ON BEHALF OF EMPLOYEES OF THE:
DEPARTMENT OF PUBLIC WORKS & ASSETS**

Administration Division

Division of Roads & Operations

Engineering/Signs & Markings Division

Division of Solid Waste Management Services

* Bulk Waste Subdivision

* Waste Collection Subdivision

DEPARTMENT OF CODES & REGULATIONS

Division of Vacant Lots

METRO POLICE DEPARTMENT

Vehicle Impoundment Unit

FACILITIES & FLEET MANAGEMENT DEPARTMENT

Facilities Division

Fleet Division

PARKING AUTHORITY OF RIVER CITY DEPARTMENT

Effective Date: _____

Expiration Date: June 30, 2023

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PREAMBLE

This Agreement made and entered into this 13th day of February 2018 by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, hereinafter referred to as "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 employees in the Department of Louisville Metro Public Works and Assets (hereinafter "Public Works"), including its Divisions of Administration, Roads & Operations, Engineering/Signs & Markings and Solid Waste Management Services (hereinafter "SWMS"); Department of Codes & Regulations, including its Division of Vacant Lots; Metro Police Department, including its Vehicle Impoundment Unit; Facilities & Fleet Management Department, including its Divisions of Facilities and Fleet; and Parking Authority of River City Department (hereinafter "PARC"), 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 employees of the Public Works & Assets (Administration, Roads & Operations, Engineering/Signs & Markings, and SWMS); Codes & Regulations (Vacant Lots); Facilities & Fleet Management (Facilities & Fleet), Metro Police (Vehicle Impoundment Unit); and PARC, and represented by Teamsters Local 783 pursuant to Metro Government Ordinances. And "Departments" shall include all of the departments or divisions, either collectively or individually as the case may be, listed in Section 1.

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.

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 Metro Government include, but are not limited to, the right to: determine the mission of the departments, take disciplinary action, lay off its Members because of lack of work or lack of funds, 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 Departments 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 relating to benefits and working conditions, qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, removal and other disciplinary action.

ARTICLE 4. UNION SECURITY

Section 1. Membership in the 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 Metro Government and the Union expressly and individually, in writing by certified mail. The fair share fee shall 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 Metro Government and affected Members.

Section 3. The Union dues and fair share fees shall be deducted each payroll in an amount certified by the 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 the 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 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. The Union shall hold 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 amounts as may be authorized in writing by a Member which said sum shall be remitted to Teamsters Local 783. Such deduction shall be made once per calendar year and that deduction shall be made during the second week of March. 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 Metro Government acted wrongfully or illegally in making a deduction for D.R.I.V.E. contributions, Teamsters Local 783 will defend and protect 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 weekly or biweekly. An authorization to allow such deduction shall be delivered to Metro Government in advance of any regular deduction period. If a Member at any time contends that Metro Government acted wrongfully or illegally in making a deduction, the Union will defend and protect 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. 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.

Section 9. 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.

ARTICLE 5. UNION BUSINESS

Section 1. Contract Negotiations

Union may select Members to represent the unit in the negotiation of a collective bargaining agreement during working hours without loss in compensation. The number of Members shall normally not exceed two (2) per division, except 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 the Union designated space on available bulletin boards upon which the Union may post notice of meetings, announcements, or information of interest to its Members. The Union further agrees that it will not post any material which would be derogatory to any individual, Metro Government, or departments 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 the Union. All notices of the 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.

In addition, 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 Department Directors or designee, a non-employee representative of the Union shall be allowed access to work locations not accessible to the general public.

Section 3. Notice of new hires.

Departments shall notify the Union within a reasonable period of any new or rehired Member added to the payroll in a position covered by this Agreement.

Section 4. Rules and Regulations

Metro Government will provide the Union and the Chief Steward copies of all new rules, regulations, policies, and procedures within a reasonable period of time prior to the date of implementation, except in a bona-fide emergency. In such case, implementation and oral notice shall be simultaneous.

Section 5. Metro Government agrees to split the cost of printing sufficient copies of the Agreement.

ARTICLE 6. STEWARDS

Section 1. Metro Government recognizes the right of the Union to designate 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 Metro Government's business.

Section 3. The Union shall furnish in writing to Metro Government the name of each Member selected as a steward. Until notified of a change in stewards in writing by the Union, Metro Government shall continue to deal with the previously designated stewards. There shall be a total of two (2) Chief Stewards, one (1) in Fleet/Facilities and one (1) in Public Works, in addition to the rest of the stewards to provide Union representation. A Chief Steward for a Member cannot be an immediate family member (see Article 13 – Certain Benefits, section 11).

Section 4. 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 5. (a) 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 with 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.

(b) The Union may select, and must notify Metro Government with thirty (30) days advance notice, not more than one (1) Member within the bargaining unit, to attend with pay the regular and special sessions of the Kentucky General Assembly. Such leave with pay shall be effective only for such days the Member would be required to work as part of his normal work schedule. In no event will Metro Government be required to pay more than sixty (60) days in any calendar year.

Section 6. There shall be no discrimination or coercion against any Member because of duties as Steward.

Section 7. The Union shall notify the appropriate Director in writing when the Union changes a Steward.

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 the 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) hour period of such stoppage and if such stoppage continues, Metro Government shall have the 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 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.

ARTICLE 8. SENIORITY AND LOSS THEREOF

Section 1. The principle of seniority is sound and seniority rights shall prevail. Overall bargaining unit seniority of Members shall begin with the most recent date of employment within this Collective Bargaining Agreement, provided however, all probationary Members must have completed their probationary period after which their overall bargaining unit seniority shall then revert back to the most recent date of employment within this Collective Bargaining Agreement.

Section 2. Overall bargaining unit seniority shall be considered as being continuous unless the Member is:

- (a) Discharged for cause.
- (b) Voluntarily resigns.
- (c) Is laid off for lack of work and not recalled within two (2) years of such layoff.
- (d) Fails to return to work within five (5) 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, the Member 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 overall bargaining unit 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. 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 4. The Union will agree or file a notice of dispute within ten (10) days of the posting of the Seniority list by Metro Government. Absent such Notice, the Seniority List shall become final.

ARTICLE 9. LAYOFF AND RECALL

Section 1. When it is necessary to reduce the number of employees covered by this Agreement, the Union shall be notified as soon as practical.

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

Section 3. A Member whose job is being reduced shall take the place of the least senior employee in the same job classification within the Member's division only, (i.e. whichever is applicable), provided such Members retained are capable of doing the work remaining.

a. Should there be no junior Member in the same job classification, a displaced Member shall take the place of the least senior Member in the same wage classification, provided such Members retained are capable of doing the work remaining.

b. Should there be no junior Member in the same wage classification, a displaced Member shall take the place of the least senior Member in the next lowest wage classification, provided such Members retained are capable of doing the work remaining.

c. Should there be no junior Member in the next lowest wage classification, a displaced Member shall take the place of the least senior Member in the division.

d. It being understood that no Member may replace a Member more senior than themselves, and further understood that a Member who is replacing the less senior Member must be capable of performing the work of the less senior Member with minimum supervision or training.

e. When Members are to be recalled, it shall be in the reverse order of job classification reduction or layoff, i.e., the first to be recalled shall be those last laid off or reduced within a division, provided such Members are capable of doing the work available provided, however, no more than two (2) years has elapsed since their layoff.

f. Any Member on layoff shall be given priority for rehire on any job in the division in which the Member was laid off for such job in which the Member meets minimum qualifications at the time of the offer of rehire. Unless accepted the offer of rehire terminates after five (5) days from the notice of rehire by Metro Government.

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.

ARTICLE 10. PERSONNEL FILES

Section 1. The official personnel records are the property of Metro Government and shall be maintained by the Human Resources Department. In addition, supervisors may maintain a separate file on each Member under their direct supervision.

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 official personnel record or supervisory file, via the Member's Metro Government e-mail address, within three (3) days of the Open Records request. Upon request a Member may obtain a copy of the records released.

Section 3. Any Member, any union representative, or attorney with a written authorization from a Member, shall have the right to inspect the Member's file 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 a 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. However, any disciplinary action taken for minor infractions shall be progressive and will include:

- (a) Warning
- (b) Written reprimand
- (c) Suspension
- (d) Discharge

Section 2. Warning notice shall be effective for a period of six (6) months 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.

Section 3. No Member shall be disciplined, suspended or discharged because of race, color, creed, national origin, sex, age (age 40 and above), 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 progressive action, the Member shall remain on the payroll until a final decision of the Director to suspend the Member. The Member shall then be placed on a paid or unpaid suspension and suspended from work duties for the period of the suspension. Additionally, if the suspension is affirmed, the Member may continue with the grievance procedure at the next level.

(b) A Member who is terminated for just cause shall be suspended immediately and may proceed at the Member's election with the grievance procedure.

(c) Any Member terminated because of progressive discipline shall be suspended with 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.

(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 shall be suspended without pay until the grievance has been finally determined.

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

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. A grievance is an alleged violation of this Collective Bargaining Agreement. Each Member of the Union shall have 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 two (2) 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 proceeding with 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 – Article # and section # in CBA;
- (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
- (g) Written grievances that contain inflammatory or derogatory comments will not be processed.

Section 3. It is understood and agreed that the time frames listed below apply equally to both Metro Government and the Union in the processing of write-ups and 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 five (5) working days, the Member or Union may reduce the matter to writing and refer it to the appropriate Director of the department, who shall act within five (5) working days.

(c) In the event that the decision of the Director 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 that the decision of the Mayor/designee is adverse to the grievance of the Member or Union the Member or Union may request mediation/arbitration by the Louisville Labor Management Committee. The mediator/arbitrator shall have authority to meet with the grievant and authorized representatives of Metro Government and the Union and make procedural rules consistent with this Agreement. The mediator/arbitrator shall first make every reasonable effort to resolve the grievance as promptly as practical in a manner satisfactory to both parties. If unsuccessful, the mediator/arbitrator shall hold a formal hearing and issue a written decision within a reasonable time, but no later than thirty (30) days after the date of hearing. The decision of the mediator/arbitrator shall be submitted in writing setting forth finding of fact and conclusion.

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 Members with a group life insurance plan that contains the following provisions:

- a.) \$50,000.00 payment upon death of the insured; and
- b.) \$50,000.00 accidental death and dismemberment insurance.

The life insurance program where permitted by law and subject to eligibility rules of 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 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 Metro Government plan.

Section 2. Vacation

Annual vacation leave with pay will be granted to all Members and vacation time will accrue in accordance with the following:

Full years of Service	Annual Accrual Rate
6 mo.	1 calendar week
6 mo - 1 year	2 calendar weeks
1 year	2 calendar weeks + 1/5 th of calendar week
2 years	2 calendar weeks + 2/5 th of calendar week
3 years	2 calendar weeks + 3/5 th of calendar week
4 years	2 calendar weeks + 4/5 th of calendar week
5 years	3 calendar weeks
6 years	3 calendar weeks + 1/5 th of calendar week
7 years	3 calendar weeks + 2/5 th of calendar week
8 years	3 calendar weeks + 3/5 th of calendar week
9 years	3 calendar weeks + 4/5 th of calendar week
10 years	4 calendar weeks
11 years	4 calendar weeks + 1/5 th of calendar week
12 years	4 calendar weeks + 2/5 th of calendar week
13 years	4 calendar weeks + 3/5 th of calendar week
14 years	4 calendar weeks + 4/5 th of calendar week
15 years	5 calendar weeks

a) For the purpose of this section, all of a Member's service with Metro Government, whether continuous or not, shall be recognized in determining the number of years of full service.

b) A calendar week shall consist of four (4) workdays for Members whose regular workweek is four (4) workdays, five (5) workdays for Members whose regular work week is five (5) days.

c) Permanent part-time Members shall earn vacation 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.

d) 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 appropriate Director prior to use. The designation of the period or periods of time at which vacation leave may be taken shall be at the discretion of Metro Government.

e) The Directors 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 twelve (12) calendar weeks.

f) Upon separation from employment, a Member shall be paid for all accrued, unused vacation 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 vacation may not be re-employed by the departments 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 vacation leave was paid.

g) If a holiday recognized by this Agreement should fall during a Member's vacation leave, such Member shall be paid holiday pay for that day instead of vacation pay.

h) Vacation time shall be computed as time worked for the purpose of overtime until June 30, 2021. Effective July 1, 2021, vacation time shall not be computed as time worked for the purpose of overtime.

Section 3. Holidays

a) 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 Nov.
Friday Following Thanksgiving	Friday Following Thanksgiving
Christmas Day	December 25

b) In addition, Members shall be granted 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. Members hired after October 31 will not receive a floating holiday their first calendar year of employment.

c) When any holiday falls on Saturday, the preceding Friday shall be recognized as the paid holiday. When any holiday falls on a Sunday, the following Monday shall be recognized as the paid holiday. A Member who is required to work on a holiday and the holiday is in addition to the standard workweek, shall receive overtime pay for working the holiday.

d) In order to receive holiday pay, the Member must not be absent without leave on the last scheduled workday preceding the holiday or the next scheduled workday following the holiday.

e) Holidays shall be counted as time worked for purposes of overtime until June 30, 2021. Effective July 1, 2021, refer to all Addendums.

Section 4. Retirement Plan

Members shall participate in the County Employees Retirement System (CERS) established by the Kentucky legislature in the same manner as other Metro Government employees.

Section 5. Unemployment Insurance

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

Section 6. 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 off for Jury Duty shall not be counted as time worked for purposes of overtime.

Section 7. Military Leave

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.

A Member inducted or enlisted into active duty with the armed forces of the United States or any reserve component of the armed forces, or the National Guard, for a period in excess of thirty (30) days shall be eligible for continuation of medical insurance under Metro Government's designated health plan at the same level as active Members at the same cost as active Members.

Section 8. Tuition Reimbursement

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

Section 9. 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, and the Member is required to perform the essential functions of the higher-level job classification, then such Member shall receive the higher rate after the first hour of such assignment, and such higher rate shall be continued as long as the Member is so assigned.

(c) Members who are temporarily assigned to perform duties not ordinarily attached to their classification for the purpose of training and development, or modified duty assignment, are not eligible to receive higher classification pay.

Section 10. Sick Leave

(a) 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, except for vacation, sick leave, military leave and other paid, authorized leave, as provided and earned pursuant to this Agreement. Time off for sick leave shall be computed as time worked for the purpose of overtime until June 30, 2021. Effective July 1, 2021, sick leave time shall not be computed as time worked for the purpose 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 be regarded to include parents, wife, husband, children, brother, and sister of the Member or his spouse, grandchild, parental grandparents, qualified adult, or other relative living in the household of the Member. Such leave, if in excess of two (2) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the appropriate Director.

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

(e) To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee before, if possible, or within one (1) hour after 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 summary 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. A Member who on June 30 has a sick leave balance greater than 80 days will be eligible to sell each day in excess of 80 days up to a maximum of ten (10) days a year. For each two (2) sick leave days sold, the Member will receive one (1) day of pay. Each Member will be allowed to designate the number of days that the Member wishes to sell.

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

(i) ***CERS Unused Sick Leave Credit.*** Metro Government participates under the Kentucky Retirement Systems in a program that allows the purchase of service credit with the

Retirement System of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees.

Section 11. Funeral Leave

A Member shall be given up to three (3) regularly scheduled workdays off 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, or qualified adult.

- a) To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before, if possible, or at one (1) hour after the time set for beginning work. Time off authorized for funeral leave shall be computed as time worked until June 30, 2021. Effective July 1, 2021, funeral leave time shall not be computed as time worked for the purpose of overtime.

In no event shall a Member receive funeral leave beyond the day after the funeral. Upon request, proof of death shall be furnished.

Section 12. Health Insurance

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. 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 13. 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 14. Pretax Premium And/Or Dependent Care Account

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

Section 15. Call Out Pay

All hours worked on a call out which occurs at a time outside of Member's regularly scheduled hours of work shall be paid for at one and one half (1 1/2) times the Member's regular hourly rate (which shall include shift premium if any). However, if the call out occurs on a Sunday or Holiday, then all hours worked shall be paid for at two (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. Overtime in conjunction with the normal shift, when scheduled in advance, or which extends the normal shift shall not be considered call-out.

Section 16. Personal Day

Full-time Members shall be eligible to receive one (1) paid personal day per year. Use of the personal day can be anytime during that year and shall be approved by the appropriate Director. Such approval shall not be unreasonably withheld.

Section 17. 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 18. Commercial Driver's License

Any Member required by federal and/or state statutes and regulations or their respective job classification to obtain or renew a Commercial Driver's License ("CDL") as a condition of continued employment and as a consequence be required to take a physical exam for such certification or recertification shall be sent to Metro Government's current vendor for such exam at Metro Government's expense. In addition, Members shall be reimbursed for the cost of the renewal of the CDL. Members shall be subject to Metro Government's Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

Section 19. 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, the Member shall report that fact to the immediate supervisor who shall then determine and inform the Member 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.

ARTICLE 14. JOB BIDDING

1. Metro Government shall establish an in-service training program or programs for Members. The purposes of such program or programs shall be (1) to encourage and enable employees to qualify for promotion to higher rated positions as vacancies occur under the job bidding procedures; (2) to promote safety, efficiency, skill and ability in the performance of duties by the affected employees; (3) to make possible more economical and efficient rendition of services; (4) to develop skills of employees in their respective occupations; (5) to establish minimum qualifications for appointments or promotion to any position; (6) to assure proper use of and protection against inadvertent damage to machinery and equipment owned by Metro Government; and (7) to encourage employees to become career employees of Metro Government.

2. A vacancy shall be deemed to exist when a position in the classified service is vacant due to demotion, death, resignation, termination, retirement promotion or creation of a new position. If a vacancy to be filled occurs, or a job is created in a position covered by this Agreement, notice for bid shall first be posted in the sub division within forty-eight (48) hours. Such notice shall remain posted for seventy-two (72) hours, excluding Saturday, Sunday and holidays. During the period of posting, Metro Government shall have the right, without regard to seniority, to fill the position temporarily. All newly hired employees shall not be allowed to bid until after six (6) months of continuous service.

3. The position will be awarded to the Member within the subdivision based upon the following criteria: overall bargaining unit seniority, job history, attainment of required skills and experience, provided that the Member does not lack the minimum qualifications for the job. These criteria are not listed in order of priority. In order to determine a Member's qualification for a particular job bid, Louisville Metro Government shall conduct testing, comprised of written, oral or practical assessment; interviews as appropriate, and will determine the means and methods by which such testing assessment will take place. If no one is awarded the position within the subdivision, then the position will be awarded to the Member within the division, and so on, under this Agreement based upon the same criteria as above. If no Member under this Agreement is awarded the position, then the position will be filled through recruitment by the Human Resources Department.

4. The successful bidder shall have thirty (30) calendar days in which to prove their ability to perform the work of such position. In the event such Member has not demonstrated their ability to perform the duties of the position, the Member shall be returned to their former position with no loss of seniority therein. If the successful bidder declines within five (5) workdays from the date the Member starts the new position, or does not pass the thirty (30) day calendar period to prove their ability to perform the work of such position, the Member will be returned to their former position with no loss of seniority, and the next bidder on the job posting, determined to be the most qualified based on the same criteria as in subsection 3, shall be awarded the job. Should this occur, the method of selection for the position will be by descending order with the next most qualified Member, based on the same criteria as in subsection 3, in order from among those Members signing the original bid sheet.

Once a Member has been awarded the bid to a new position within a new Department, Division or Subdivision, the Member cannot bid again for a six (6) month period of time from the date they begin working in the new position, except in cases of promotion.

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

6. The Crew Leader-TM and Senior Equipment Operator positions shall be filled by the applicant based upon the following criteria: overall bargaining unit seniority, provided that the Member does not lack the minimum qualifications for the job.

ARTICLE 15. 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 (HPCAF) and a copy of the employee's job description to the employee's medical provider as soon as practicable. The employee should request the healthcare provider to furnish any applicable physical limitations or restrictions related to the performance of the essential functions of the employee's job. The information from the medical provider will be used to evaluate whether or not there is work available within the employee's limitations/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) and Kentucky Revised Statutes Chapter 342 Workers' Compensation.

A modified duty assignment may be offered for a period of up to ninety (90) calendar days based on divisional seniority. For restrictions that will extend beyond ninety (90) calendar days, the employee's department is required to contact the Department of Human Resources before the end of the initial ninety (90)-day assignment in order to obtain approval for an 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 1990, as amended.

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

Working from home does not constitute a modified duty assignment.

ARTICLE 16. PROBATIONARY EMPLOYEES

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 shall be ninety (90) calendar days and may be extended an additional ninety (90) calendar days at the option of the Director. During the probationary period, employment shall be on a trial basis. During this period of time, Metro Government may transfer, layoff or discharge said Member as it deems necessary. Such transfer, layoff 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 Members.

ARTICLE 17. ACCIDENT REVIEW COMMITTEE

Metro Government and Teamsters Local 783 have put in place an accident review committee for the Operation Division that will consist of four (4) Public Work's, Department of Codes and Regulations, Office of Facilities and Fleet, and PARC management positions, four (4) Union positions, and the tie breaker position which will be the department's Safety Supervisor. The LMPD has an Accident Review Committee, and thus will be exempt from inclusion in this committee. The committee appointments shall be picked and approved by the department Director and Teamsters Business Agent.

This committee will meet once a month and schedule all employee safety related accidents or incidents for a hearing, review and final action. It is agreed by both management and the Union that all safety related accidents/incidents shall be documented and properly investigated by management then submitted utilizing the five (5) days limit to the Safety Committee. However, once properly submitted, the Safety Committee shall conduct a hearing, review and final action as quickly as possible, but no more than sixty (60) days from the date of the last committee meeting for individual incidents. It is agreed that for this process to work effectively, the Safety Committee's findings and rulings will stand and be considered final for all matters, except for the termination/discharge of an employee. These rulings will not be subject to grievances, arbitrations or mediations by this agreement, except for the termination/discharge of an employee.

Purpose

- A. To establish a fair and impartial review system for all vehicular and non-vehicular accidents involving Metro Government's employees/citizens, which result in injuries, illnesses and/or property damage. The primary objective shall be to improve the overall safety of Public Works, Department of Codes and Regulations, Office of Facilities and Fleet, and PARC operations.
- B. To establish the cause for each reviewed accident, and determine whether preventable or non-preventable.
- C. To establish uniformity of discipline and make a disciplinary ruling for each case, if any.
- D. To make recommendations for procedural corrective action to division heads and the department Director.

The Safety Division Supervisor shall be the chairperson of the Review Committee. The Accident Review Committee shall review all vehicular and non-vehicular accident reports of Metro Public Works Operations Division, Department of Codes and Regulations, Office of Facilities and Fleet, and PARC where property damage, personal injury or death occurs. In addition, the Safety Division Supervisor will provide a summary report of what is deemed a minor accident that did not require medical treatment (beyond basic first aid), lost time, or property repair at less than Five Hundred Dollars (\$500.00) per occurrence.

Accident Facts Presented to the Committee

- A. Employees' report of the accident.
- B. Law Enforcement's investigation reports.
- C. Department investigation facts.
- D. Statement of witnesses.
- E. Diagrams, photographs, and any other available evidence.
- F. Employees' past Metro Government accident history.

Definition of Vehicle/Equipment Accident: A vehicle/equipment accident is defined as "any occurrence or allegation in which a Metro Government-owned vehicle/equipment, or a personal vehicle being used on Metro Government business, is involved in a situation which results in death, personal injury or property damage, regardless of who was injured, what property was damaged or to what extent, where it occurred, or who was responsible".

Definition of Non-Vehicular/Equipment Accident: A non-vehicular/equipment accident is defined as "any occurrence or allegation of personal injury or property damage to or by a Metro Government Public Works employee or private citizen resulting in medical treatment, lost time, or property repair (e.g., slips and falls, cuts, abrasions, machinery accidents, puncture type wounds".

ARTICLE 18. 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.

ARTICLE 19. 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. Provided, however, in the aftermath of a declared emergency it shall not be a violation of this provision to subcontract for additional assistance to respond to the needs of its citizens.

ARTICLE 20. ENTIRE AGREEMENT

Section 1. Metro Government and the 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's predecessor governments. 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 21. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend through June 30, 2023. 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 13th day of February, 2018.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: Greg Fischer
GREG FISCHER, MAYOR

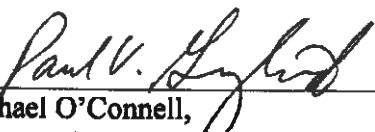
Date: _____

TEAMSTERS LOCAL UNION NO. 783

BY: Justin P. Schwan
BUSINESS REPRESENTATIVE

Date: 2/5/2018

APPROVED AS TO FORM:



Michael O'Connell,
Jefferson County Attorney

ADDENDUM A. DEPARTMENT OF PUBLIC WORKS & ASSETS – Division of Solid Waste Management Services, with the subdivisions of Bulk Waste and Waste Collection.

I. BULK WASTE SUBDIVISION includes the following units: Street Cleaning, Support Services, Project Pickup, Night Services and Recycling.

A. JOB PREFERENCE

1. For the purposes of this Bulk Waste Subdivision, unit seniority shall be defined as the timeframe a Member enters into any classification covered under this Subdivision, which is for the above-mentioned units. The Member's unit seniority shall remain intact as long as the Member stays in their unit, or bids on a position within this subdivision. The Member shall lose their unit seniority if the Member bids out of this subdivision.

2. Subdivisional seniority preference will be granted to Members on work assignments when they are required to work outside the Members' regularly assigned work unit. It is understood by the parties that the least senior Member in the subdivision will be required to accept the assignment.

B. WORK ASSIGNMENTS

1. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion.

A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- 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.
- d. The lead-person is responsible for the completion and performance of the job assigned.
- e. While acting as a lead-person, a Member shall be paid at the rate of one-dollar (\$1.00) per hour over the published rate of the job classifications to which they are normally assigned. In addition, the one-dollar (\$1.00) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one-dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

2. Supervisors shall not perform bargaining unit work except in cases of emergency.

C. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) consecutive hours, if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall be Sunday through Saturday; except for the "Night Services Unit", the following workweeks apply:

a. Project Pickup	Mon – Fri	7 a.m. – 3 p.m.
b. CBD/Complaints	Sun, Sat	9 a.m. – 5 p.m.
	Wed, Thur, Fri	3 p.m. – 11 p.m.
c. Street Cleaning (Neighborhoods)	Mon – Fri	7 a.m. – 3 p.m.
(CBD)	Mon – Fri	11 p.m. – 7 a.m.
d. CBD Waste Collection	Sun – Thu	11 p.m. – 7 a.m.
e. Recycling Staffed Centers	Tue – Sat	9 a.m. – 5 p.m.
f. Recycling Operations (unstaffed recycle/roll-off dumpster)	Mon – Fri	7 a.m. – 3 p.m.
(transport van & other recycle activities)	Tues – Fri	8 a.m. – 6 p.m.

2. Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the eight (8) hours per day and forty (40) hours per week guaranteed by Metro Government.

3. Members shall be allowed to utilize two (2) fifteen minute breaks together to constitute a lunch break.

D. OVERTIME PAY

One and one-half (1 ½) times the regularly hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until 7/1/2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

E. DISTRIBUTION OF OVERTIME

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

2. When overtime is offered to Members, it shall first be by the order on the unit seniority list. If utilizing all Members in the unit and classification does not satisfy overtime needs, overtime shall next be offered by the order on the subdivision seniority list.

3. Should all of the Members contacted within the unit, classification and subdivision refuse the opportunity for overtime work, then the Member with the lowest unit seniority will be required to work. In the event of a personnel shortage due to a temporary vacancy and/or employee absence on either 2nd (i.e. CBD/Complaints) or 3rd (CBD Waste

Collection) shifts, overtime will be awarded first within the above mentioned shifts based on the highest seniority and classification within the shifts.

4. All Members are required to have a working telephone number that shall be given to the Division by the Member. If the Division is unable to communicate with the Member by use of the telephone, then the Division shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the subdivisional seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

II. WASTE COLLECTION SUBDIVISION

A. BID ON COLLECTION ROUTES

Tipplers, Tipper CDLs and Drivers will be allowed to bid on collection routes in the Waste Collection Subdivision. When a route has a tipper or driver opening, the route will be bid subdivision-wide and the award will be made based on subdivisional seniority. All Members not awarded a route by bid process will work in a pool that will be assigned daily by management. The assignment will be made by subdivisional seniority.

B. WORK DAY AND WORK WEEK

1. The workweek day for each Member shall be a guaranteed eight (8) hours pay if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall be five (5) days and all Members shall be guaranteed forty (40) hours per week, if ready, willing, and able to work. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to complete their entire collection route. As determined by supervisory authority, if the Members' collection route is completed prior to the expiration of the eight (8) hour shift, then the Members shall receive eight (8) hours pay.

2. There shall be established a Route Adjustment Committee composed of three (3) Members of the Waste Collection Subdivision and Members of the Union, as selected by the Union, and three (3) appointees of the City. This Committee will meet as needed upon ten (10) days' notice by either party.

3. If any change is needed in the manpower allotments during the term of this Agreement, the Director of Solid Waste and/or the designee will notify the Union and the parties will meet to negotiate any changes needed. Said negotiations will not in any way effect the right of Solid Waste to decrease manpower allotments. However, the principle of the incentive system will remain in effect.

C. OVERTIME PAY

One and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours actually worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those

Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

D. DISTRIBUTION OF OVERTIME

1. For "call-in overtime" or overtime necessary outside of regular working hours, excluding that overtime required of a Member to complete the entire collection route pursuant to B. above, work should be offered to the Members based on subdivisional seniority and classification. The offer of overtime should start at the top of the subdivisional seniority list and proceed downward until personnel needs are satisfied. The next time overtime is needed, the offer of work will begin with the next Member on the subdivisional seniority list.

2. Where overtime is needed to get routes out in the morning; overtime should be offered by subdivisional seniority and classification to those people not working on a collection route at that time.

3. All Members are required to have a working telephone number that shall be given to Solid Waste. Solid Waste shall have the obligation for the purposes of overtime communication to call the telephone number given to Solid Waste by the Members. If Solid Waste is unable to communicate with the Member by use of the telephone, then Solid Waste shall have no obligation to offer overtime to the Member.

III. COMPENSATION

1. For hourly pay rates and longevity see Addendum I.

2. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar (\$1.00) per hour additional compensation when the Member has the "B" CDL.

3. Any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents (\$1.15) per hour additional compensation when the Member has the "A" CDL.

4. Any Member assigned as a Trainer for the purpose of training new Members shall receive an additional \$1.00 per hour for each hour when the Member is actually training a new Member.

5. The hazardous pay differential shall be one dollar (\$1.00) per hour for Dead Animal (Refrigerator Truck) Driver and DAT Tipper.

6. Members in the following classifications in Waste Collection shall receive seventeen (\$.17) cents per hour for litter code enforcement support: Tipper, Packer Driver, Fully Automatic Truck Driver.

7. Shift Premiums

Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 pm) and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 pm and 4:00 am).

8. Uniforms

Metro Government shall provide all Members uniforms, personal protective equipment (including high-visibility break away vest) and boots; insulated overalls for use on duty; and rainwear and gloves. The Member shall turn in any part of a uniform that has been damaged during work, including gloves, and Metro Government shall replace those items at its expense. All boots and coveralls shall be issued no later than October 1st of each year, contingent on availability of merchandise. Rainwear will be issued on an "as -needed" basis.

ADDENDUM B. DEPARTMENT OF PUBLIC WORKS & ASSETS – Division of Roads & Operations, with the districts of Central, East & West

I. GENERAL PROVISIONS

A. JOB PREFERENCE

1. For the purposes of Roads & Operations Division, divisional seniority shall be defined as the timeframe a Member enters into any classification covered under the division. The Member's seniority shall remain intact as long as the Member stays in the division. The Member shall lose their seniority if the Member bids out of the division.

B. WORK ASSIGNMENTS

1. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion. Provided, however, the current Members who were appointed to the permanent lead-person positions created in Street Maintenance and Signs and Markings under the previous contract shall continue in those positions until each leaves the division. The positions of permanent lead-persons, respectively, will then be eliminated.

A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- 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.
- d. The lead-person is responsible for the completion and performance of the job assigned.
- e. While acting as a lead-person, a Member shall be paid at the rate of one-dollar (\$1.00) per hour over the published rate of the job classifications to which they are normally assigned. In addition, the one-dollar (\$1.00) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one-dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

2. Supervisors shall not perform bargaining unit work except in cases of emergency. Crew Leaders shall be allowed to use their subdivisonal seniority to move laterally to an open position in another unit.

C. WORK DAY AND WORK WEEK

The workday shall consist of a guaranteed eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days. Shift start times/days will vary to allow for

coverage from Sunday through Saturday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks per workday.

D. OVERTIME PAY

For Members on a 5-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. Overtime premium and Holiday pay shall not be pyramided.

For Members on a 4-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of ten (10) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a fifth (5th) day until July 1, 2021. Two (2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

E. DISTRIBUTION OF OVERTIME

1. Insofar as practicable, overtime will be divided equally among Members 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 and classification.

2. All Members are required to have a working telephone number that shall be given to the division by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy", is an answering machine, or is

out of order. In addition, Public Works shall provide Members with electronic devices. If Public Works is unable to communicate with sufficient number of Members by use of telephone, then Public Works shall page/text the Members beginning with the Member highest in seniority, excluding Members reached by phone. Callbacks will be accepted until the proper number of Members to do the work is obtained.

3. Should all of the Members contacted within the unit, and classification refuse the opportunity for overtime work, then the Member with the lowest seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to work. In the event overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime assignment in that unit will be to the qualified Member with the next lowest seniority after the last Member that was required to work overtime. When all qualified Members within the unit have been required to work overtime, the rotation will begin again with the Member with the lowest seniority within the unit. Provided, however, overtime may be considered mandatory for all Members during emergency situations, such as snow.

4. During emergency situations, such as snow, Metro Government may call out qualified employees from other departments to respond to the emergency, provided, however, no such employee will be offered overtime until after Public Works & Assets has attempted one time to contact Members covered by this Addendum.

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum I.

2. Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 Noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).

3. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar (\$1.00) per hour additional compensation when the Member has the "B" CDL.

4. Any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents (\$1.15) per hour additional compensation when the Member has the "A" CDL.

5. Any Member operating the Herbicide Sprayer will receive One Dollar (\$1.00) per hour increase while operating it.

6. Metro Government shall provide all Members with uniforms, boots, gloves, personal protective equipment (including high-visibility break away vest) and such items appropriate for the work being performed. The Member shall turn in any part of a uniform, including gloves, or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members.

ADDENDUM C. DEPARTMENT OF PUBLIC WORKS & ASSETS – Division of Engineering/Signs & Markings

I. GENERAL PROVISIONS

A. JOB PREFERENCE

1. For the purposes of Engineering/Signs & Markings Division, divisional seniority shall be defined as the timeframe a Member enters into any classification covered under this division. The Member's divisional seniority shall remain intact as long as the Member stays in this division. The Member shall lose their divisional seniority if the Member bids out of this division.

B. WORK ASSIGNMENTS

1. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion. Provided, however, the current Members who were appointed to the permanent lead-person positions under the previous contract shall continue in those positions until each leaves the division.

A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
 - b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
 - 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.
 - d. The lead-person is responsible for the completion and performance of the job assigned.
 - e. While acting as a lead-person, a Member shall be paid at the rate of one-dollar (\$1.00) per hour over the published rate of the job classifications to which they are normally assigned. In addition, the one-dollar (\$1.00) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one-dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.
2. Supervisors shall not perform bargaining unit work except in cases of emergency.

C. WORKDAY AND WORKWEEK

The workday shall consist of a guaranteed eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days. Shift start times/days will vary to allow for coverage from Sunday through Saturday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other

provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks per workday.

D. OVERTIME PAY

For Members on a 5-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime unless, otherwise specified within this agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. Overtime premium and Holiday pay shall not be pyramided.

For Members on a 4-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of ten (10) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a fifth (5th) day until July 1, 2021. Two (2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

E. DISTRIBUTION OF OVERTIME

1. Insofar as practicable, overtime will be divided equally among Members within the division and classification in which overtime is needed beginning with the Member highest in divisional 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 division, the next overtime offered in that unit will be to the qualified Member next in divisional 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 division and classification.

2. All Members are required to have a working telephone number that shall be given to Public Works & Assets by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the divisional seniority list, whether the phone number the Member has given is "busy", is an answering machine, or is out of order.

3. Should all of the Members contacted within the division and classification refuse the opportunity for overtime work, then the Member with the lowest divisional seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to

work. In the event overtime needs are satisfied without utilizing all qualified Members in the division, the next overtime assigned in that division will be to the qualified Member with the next lowest divisional seniority after the last Member that was required to work overtime. When all qualified Members within the division have been required to work overtime, the rotation will begin again with the Member with the lowest divisional seniority within the division. Provided, however, overtime may be considered mandatory for all Members during emergency situations, such as snow.

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum I.
2. Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).
3. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar (\$1.00) per hour additional compensation when the Member has the "B" CDL.
4. Any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents (\$1.15) per hour additional compensation when the Member has the "A" CDL.
5. Metro Government shall provide all Members with uniforms, boots, gloves, personal protective equipment (including high-visibility break away vest) and such items appropriate for the work being performed. The Member shall turn in any part of a uniform, including gloves, or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members. All boots and coveralls shall be issued no later than October 1st of each year, contingent on availability of merchandise. Rainwear will be issued on an "as -needed" basis.

**ADDENDUM D FACILITIES & FLEET MANAGEMENT DEPARTMENT –
Facilities Division**

I. GENERAL PROVISIONS FOR FACILITIES DIVISION

A. JOB PREFERENCE

For the purposes of this Facilities Division, unit seniority shall be defined as the timeframe a Member enters into any classification covered under this division, which is for the above-mentioned units. The Member's unit seniority shall remain intact as long as the Member stays in their unit, or bids on a position within this division. The Member shall lose their unit seniority if the Member bids out of this division.

B. WORK ASSIGNMENTS

1. A Member shall be assigned to a work location (Downtown, Remote or Landscape) based upon the needs of the division by seniority, provided the Member is qualified to perform the work.

2. Members in the custodian positions are required to: "change" all types of light bulbs by use of a six-foot ladder or less; run the buffer; and clean the steps and sidewalks of the facility to which they are assigned.

3. Any Member performing work in the classification of painter will as part of the regular duties of the job lift and/or move furniture or other objects of reasonable weights (i.e., those not sufficient to cause injury) necessary to perform the assigned job.

4. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion.

A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- 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.
- d. The lead-person is responsible for the completion and performance of the job assigned.
- e. While acting as a lead-person, a Member shall be paid at the rate of one-dollar (\$1.00) per hour over the published rate of the job classifications to which they are normally assigned. In addition, the one-dollar (\$1.00) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one-dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

5. Supervisors shall not perform bargaining unit work, except in cases of emergency, as deemed by the Director.

C. WORKDAY AND WORKWEEK

1. The workday shall consist of a guaranteed eight (8) hours if ready, willing, and able to work. Members shall have a regular starting and quitting time. The workweek shall consist of four (4) or five (5) consecutive days and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. In the event of restructuring, starting times, shifts and/or work days are changed, the Members shall be afforded the opportunity to bid on the new starting times, shifts and/or days, by seniority, and shall be notified of the outcome. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the eight (8) hours per day and forty (40) hours per week guaranteed by Metro Government.

2. Members shall be allowed a half-hour paid lunch break and, with the Director's approval, may be allowed to utilize two (2) paid fifteen minute breaks together to constitute an hour lunch break. Provided, however, if the Member leaves the work site for the lunch period, travel from and back to the work site must be within the hour lunch break.

D. OVERTIME PAY

One and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

E. DISTRIBUTION OF OVERTIME

1. Insofar as practicable, the distribution of overtime will be divided equally among Members within the unit in which overtime is needed beginning with the Member highest in seniority and job classification, 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.

2. All Members are required to have a working telephone number that shall be given to Facilities by the Member. If Facilities is unable to communicate with the Member by use of the telephone, then Facilities shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest seniority will be required to work.

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum I.
2. Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).
3. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar (\$1.00) per hour additional compensation when the Member has the "B" CDL.
4. Any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents (\$1.15) per hour additional compensation when the Member has the "A" CDL.
5. Any Member operating the Herbicide Sprayer will receive One Dollar (\$1.00) per hour increase while operating it.
6. Metro Government shall provide all Members with uniforms and such items appropriate for the work being performed, such as, boots, insulated overalls, rainwear, gloves and personal protection equipment (including high-visibility break away vest). In order to receive new uniforms and tools, the Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members. All boots, overalls and rainwear shall be issued no later than October 1st of each year, contingent on availability of merchandise.

ADDENDUM E FACILITIES & FLEET MANAGEMENT DEPARTMENT – Fleet Division with the units of: Truck Shop and Sedan Shop

I. GENERAL PROVISIONS

A. JOB PREFERENCE

For the purposes of this Fleet Division, unit seniority shall be defined as the timeframe a Member enters into any classification covered under this division, which is for the above-mentioned units. The Member's unit seniority shall remain intact as long as the Member stays in their unit, or bids on a position within this division. The Member shall lose their unit seniority if the Member bids out of this division.

B. WORK ASSIGNMENTS

The parties agree that Metro Government shall notify the Union prior to any relocation of Metro Government fleet facilities that affects the work being performed by the Members.

C. WORKDAY AND WORKWEEK

The workday shall consist of a guarantee of eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. In the event of restructuring, starting times, shifts and/or work days change, the Members shall be afforded the opportunity to bid on the new starting times, shifts and/or work days, by seniority, and shall be notified of the outcome. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government.

Members shall be allowed a half-hour paid lunch break and, with the Director's approval, may be allowed to utilize two (2) paid fifteen minute breaks together to constitute an hour lunch break. Provided, however, if the Member leaves the work site for the lunch period, travel from and back to the work site must be within the hour lunch break.

D. OVERTIME PAY

For Members on a 5-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime unless, otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. Overtime premium and Holiday pay shall not be pyramided.

For Members on a 4-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of ten (10) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a fifth (5th) day until July 1, 2021. Two (2) times the regular hourly rates (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

E. DISTRIBUTION OF OVERTIME:

1. Insofar as practicable, overtime will be divided equally among Members within the unit in which overtime is needed beginning with the Member highest in unit seniority, provided that Member is qualified for the job in which the overtime is offered. Provided, however, if a Member is off on any approved leave, he will not be eligible for overtime until 12:01 am of the next day. 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 unit 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. Provided however overtime may be considered mandatory for all members during emergency situations such as snow.

2. All Members are required to have a working telephone number that shall be given to the Fleet Supervisor by the Member. If Fleet is unable to communicate with the Member by use of the telephone, then Fleet shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

3. Should all of the Members contacted within the unit and classification refuse the opportunity for overtime work, then the Member with the lowest unit seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to work. In the event overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime assigned in that unit will be to the qualified Member with the next lowest unit seniority after the last Member that was required to work overtime. When all qualified Members within the unit have been required to work overtime, the rotation will begin again with the Member with the lowest unit seniority within the unit.

II. COMPENSATION

1. For base hourly pay rates and longevity see Addendum I.

2. Shift Differential

Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).

3. Commercial Drivers' License

Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar (\$1.00) per hour additional compensation when the Member has the "B" CDL.

Any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents (\$1.15) per hour additional compensation when the Member has the "A" CDL.

4. Uniforms, Required Clothing and Tools

a. Metro Government shall pay to all Mechanics a tool allowance of Three Hundred Dollars (\$300.00) per year for the maintenance and replacement of normal and required mechanic tools. Metro Government will continue the practice of providing the Members with specialty tools on an as needed basis. This allowance will be paid annually with the payroll check for the first pay period in January.

b. Metro Government will provide Members with work boots, gloves, coveralls and personal protection equipment (including high-visibility break away vest), appropriate for the work being performed. In order to receive new uniform apparel, a Member shall turn in the damaged uniform item. There will not be more than one (1) pair of work boots or coveralls provided in a calendar year. Metro Government will determine the appropriate uniform for the Members. All boots and coveralls shall be issued no later than October 1st of each year, contingent on availability of merchandise.

5. Incentive Pay

a. *"ASE" Rating Plus Training Component* - When a Member receives an "ASE" rating and has completed satisfactorily Metro Government's training component that Member shall as of the next regular pay period, begin to receive the incremental increase. The Member must also maintain the "ASE" rating and provide documentation to Metro Government in order to receive the incremental increase. If the Member has not maintained an active "ASE" status the increase will be adjusted. The increase is based on a per hour basis as follows:

Level A- Completion of Steps 1 and 2 ASE testing plus Metro Government training component \$.25 per hour.

Level B- Completion of Steps 3 and 4 ASE testing plus Metro Government training component \$.25 per hour.

Level C- Completion of Steps 5 and 6 ASE testing plus Metro Government training component \$.25 per hour.

Level D- Completion of Steps 7 and 8 ASE testing plus Metro Government training component \$.25 per hour.

b. *Metal Fabrication* On an as needed basis as determined by the management of Fleet, any Mechanic performing "metal fabrication" shall receive One Dollar (\$1.00) per hour upgrade while performing such work. Metal Fabrication for the purposes of this section does not include installation of factory created parts or the repair of a vehicle, truck, or sweeper; but does include the construction of metal which modifies a factory created part.

ADDENDUM F PARKING AUTHORITY OF RIVER CITY DEPARTMENT

I. GENERAL PROVISIONS

A. WORK ASSIGNMENTS

1. Members can be assigned to work at any location. Any past practice as to location of work shall no longer apply.
2. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion.

A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- 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.
- d. The lead-person is responsible for the completion and performance of the job assigned.
- e. While acting as a lead-person, a Member shall be paid at the rate of one-dollar (\$1.00) per hour over the published rate of the job classifications to which they are normally assigned. In addition, the one-dollar (\$1.00) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one-dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

B. WORKDAY AND WORKWEEK

The workday shall consist of a guaranteed eight (8) hours if ready, willing, and able to work. Members shall have a regular starting time between 6:00 AM and 6:00 PM. The workweek shall consist of five (5) consecutive days and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government.

Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks taken together to constitute a lunch hour.

C. OVERTIME PAY

One and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of the Member's regularly scheduled workday until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on Saturday until

July 1, 2021. Two (2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on Sunday until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

D. DISTRIBUTION OF OVERTIME:

1. Insofar as practicable, overtime will be divided equally among Members within the department in which overtime is needed beginning with the Member highest in departmental 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 departmental 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 department.

2. All Members are required to have a working telephone number that shall be given to PARC by the Member. If PARC is unable to communicate with the Member by use of the telephone, then PARC shall have no obligation to offer overtime to the Member. A supervisor or superintendent shall only have to attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor shall move on to the next Member on the seniority list, whether the phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager. Members may be contacted through their PARC assigned two-way radios for call ins.

3. Should all of the Members contacted within the department and classification refuse the opportunity for overtime work, then the Member with the lowest departmental seniority will be required to work.

II. COMPENSATION

1. For annual increases see Addendum I.

2. The hourly rates shown in the following schedule are the hourly rates in effect as of July 1, 2017.

Job Code	Sal Plan	Grade	Job Title	Step 1 0-3 yrs	Step 2 4-9 yrs	Step 3 10+ yrs
086390	U46S	02	Parking Enforcement Officer I	15.17	15.55	16.33
078930	U46S	24	Parking Meter Attendant	18.67	19.14	20.09
078990	U46S	27	Parking Team Leader	20.62	21.14	22.19

3. Shift Differential

Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).

4. Longevity

Each Member shall receive annual longevity pay as outlined in Addendum I, Section 8.

5. Uniforms and Required Clothing

All Members required to wear uniforms and/or safety equipment, including high-visibility break away vest and appropriate work shoes, shall be furnished, at Metro Government's expense. In order to receive new uniform apparel, a Member shall turn in the damaged uniform item. Metro Government will determine the appropriate uniform for the Members with consultation with the union.

**ADDENDUM G DEPARTMENT OF CODES & REGULATIONS – Vacant Lots
Division**

A. WORK ASSIGNMENTS

1. Metro Government shall have the right to assign temporary lead-persons without job bid and at Metro Government's discretion. Provided, however, the current Members who were appointed to the permanent lead-person positions under the previous contract shall continue in those positions until each leaves the division.

A lead-person's duties shall be:

- a. To relay supervisor's instructions as to the assignment of Members to the various jobs.
- b. To instruct other Members as to normal methods, materials, and equipment used in the completion of work in the unit of which the Member is assigned.
- 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.
- d. The lead-person is responsible for the completion and performance of the job assigned.
- e. While acting as a lead-person, a Member shall be paid at the rate of one-dollar (\$1.00) per hour over the published rate of the job classifications to which they are normally assigned. In addition, the one-dollar (\$1.00) per hour shall be computed as time worked for all compensable time off. However, Metro Government will not pay Sick Leave or Vacation Pay based upon the additional one-dollar (\$1.00) per hour premium, but will pay Holiday Pay based upon the additional premium to the Lead-person if that Member works as a Lead-person for the entire forty (40) hour week during which any Holiday may occur.

2. Supervisors shall not perform bargaining unit work except in cases of emergency.

B. WORKDAY AND WORKWEEK

1. The workday shall consist of a guaranteed eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days. Shift start times/days will vary to allow for coverage from Sunday through Saturday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks per workday.

C. OVERTIME PAY

For Members on a 5-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked

on a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. Overtime premium and Holiday pay shall not be pyramided.

For Members on a 4-day schedule, one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of ten (10) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a fifth (5th) day until July 1, 2021. Two (2) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked for a sixth (6th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. However, overtime premium and Holiday pay shall not be pyramided.

D. DISTRIBUTION OF OVERTIME

1. Insofar as practicable, overtime will be divided equally among Members within the division and classification in which overtime is needed beginning with the Member highest in divisional 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 division the next overtime offered in that unit will be to the qualified Member next in divisional 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 division and classification.

2. All Members are required to have a working telephone number that shall be given to Codes & Regulations by the Member. A supervisor shall attempt to contact any respective Member for overtime one time. Such attempt will cause that Member to be credited with a "contact" (i.e., "call") and the supervisor or superintendent shall move on to the next Member on the divisional seniority list, whether the phone number the Member has given is "busy", is an answering machine, or is out of order, or is a pager. If Codes & Regulations is unable to communicate with sufficient number of Members by use of the telephone, then Codes & Regulations shall page the Members beginning with the Member highest in divisional seniority, excluding Members reached by phone. Callbacks will be accepted until the proper number of Members to do the work is obtained.

3. Should all of the Members contacted within the division and classification refuse the opportunity for overtime work, then the Member with the lowest divisional seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to work. In the event overtime needs are satisfied without utilizing all qualified Members in the division, the next overtime assigned in that division will be to the qualified Member with the next lowest divisional seniority after the last Member that was required to work overtime. When all qualified Members within the division have been required to work overtime, the rotation will begin again with the Member with the lowest divisional seniority within the division. Provided,

however, overtime may be considered mandatory for all Members during emergency situations, such as snow.

4. During emergency situations, such as snow, Metro Government may call out qualified employees from other departments to respond to the emergency, provided, however, no such employee will be offered overtime until after Codes & Regulations has attempted one time to contact Members covered by this Addendum.

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum I.

2. Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).

3. Any Member required to have a "B" CDL, with or without endorsements, will receive One Dollar (\$1.00) per hour additional compensation when the Member has the "B" CDL.

4. Any Member required to have an "A" CDL, with or without endorsements, will receive One Dollar and Fifteen Cents (\$1.15) per hour additional compensation when the Member has the "A" CDL.

5. Any Member operating the Herbicide Sprayer will receive One Dollar (\$1.00) per hour increase while operating it.

6. Metro Government shall provide all Members with uniforms, personal protective equipment (including high-visibility break away vest) and such items appropriate for the work being performed. The Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members. All boots, coveralls and rainwear shall be issued no later than October 1st of each year, contingent on availability of merchandise. Rainwear will be issued on an "as-needed" basis.

ADDENDUM H METRO POLICE DEPARTMENT – Vehicle Impound Unit

A. WORKDAY AND WORKWEEK

1. The workday shall consist of a guarantee of eight (8) or ten (10) consecutive hours if ready, willing, and able to work. Members shall have a regular starting time. The workweek shall consist of four (4) or five (5) consecutive days. Shift start times/days will vary to allow for coverage from Sunday through Saturday and forty (40) hours per week, if ready, willing, and able to work. If the starting time and/or the days of work are to be changed on a permanent basis, the Members shall be notified of the change two (2) weeks prior to its effective date. The Members recognize their obligation, unless excused by supervisory authority or by other provisions of this Agreement, to work the forty (40) hours per week guaranteed by Metro Government. Members shall be entitled to one-half (1/2) hour paid lunch and two 15-minute paid breaks per workday.

2. Members in the Vehicle Impound Unit hired after July 1, 2007 shall work a guaranteed forty (40) hours per week, if ready, willing and able to work. The Members recognize their obligation, unless excused by supervisory authority or by other provision of this Agreement, to work the eight (8) hours per day and the forty (40) hours per week.

B. OVERTIME PAY

For Members on a 5-day or 6-day schedule (only Members currently on a 6-day schedule as of execution of this Agreement can be on the 6-day schedule), one and one-half (1 ½) times the regular hourly rate (which shall include shift premium if any) shall be paid for all hours worked in excess of eight (8) hours in a day until July 1, 2021, or forty (40) hours in a week. One and one-half (1 ½) times the regular hourly rate (which includes shift premium if any) shall be paid for all hours worked on a sixth (6th) day until July 1, 2021. Two (2) times the regular hourly rate (which shall include shift premium pay if any), shall be paid for all hours worked for a seventh (7th) day until July 1, 2021, or on those Holidays in Article 13, Section 3. Paid and unpaid leaves shall not be computed as time worked for purposes of overtime, unless otherwise specified within this Agreement. Holiday hours worked shall be counted as time worked for the purpose of overtime, regardless of other leave time within the same week. Overtime premium and Holiday pay shall not be pyramided.

C. DISTRIBUTION OF OVERTIME:

1. Insofar as practicable, overtime will be divided equally among Members within the department in which overtime is needed beginning with the Member highest in departmental seniority, provided that Member is qualified for the job in which the overtime is offered. Provided, however, if a Member is off on any approved leave, he will not be eligible for overtime until 12:01 a.m. of the next day. In the event the overtime needs are satisfied without utilizing all qualified Members in the unit, the next overtime offered in that department will be to the qualified Member next in departmental 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 department.

2. 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 one time. Such attempt will cause that Member to be credited with a “contact” (i.e., “call”) and the supervisor shall move on to the next Member on the seniority list, whether the

phone number the Member has given is "busy," is an answering machine, is out of order, or is a pager.

3. Should all of the Members contacted within the department and classification refuse the opportunity for overtime work, then the Member with the lowest departmental seniority, provided that Member is qualified for the job in which the overtime is needed, will be required to work. In the event overtime needs are satisfied without utilizing all qualified Members in the department, the next overtime assigned in that department will be to the qualified Member with the next lowest unit seniority after the last Member that was required to work overtime. When all qualified Members within the unit have been required to work overtime, the rotation will begin again with the Member with the lowest departmental seniority within the department.

II. COMPENSATION

1. For hourly pay rates and longevity see Addendum I.

2. Members working on a regular shift basis will receive a premium of thirty cents (\$.30) per hour for the second (2nd) shift (any shift starting between 12:00 noon and 8:00 p.m. and fifty (\$.50) per hour for the third (3rd) shift (any shift starting between 8:00 p.m. and 4:00 a.m.).

3. Metro Government shall provide all Members with uniforms, personal protective equipment (including high-visibility break away vest) and such items appropriate for the work being performed. The Member shall turn in a uniform or other item that has been damaged during work and Metro Government shall replace those items at its expense. Metro Government shall determine the appropriate uniform for the Members; provided however, Members in the classifications of Storage Equipment Operator and Tow-in Equipment Operator shall continue to wear LMPD Impoundment insignia on their uniforms and vehicles. Rainwear will be issued on an "as-needed" basis.

ADDENDUM I. COMPENSATION AND LONGEVITY

1. Based upon the Member's length of service with Metro Government or its predecessor governments, a Member shall receive pay for the classification in which the Member is regularly employed according to the following schedule:

- a. less than three (3) months Step 1
- b. more than three (3) but less than six (6) months Step 2
- c. more than six (6) months Step 3

2. The hourly rates shown in the following schedule are the hourly rates effective as of July 1, 2017.

Job Code	Job Title	Step 1 0-3 mos	Step 2 3-6 mos	Step 3 6+ mos
031280	Management Assistant-TM	14.60	15.18	15.76
085150	Security Guard	14.81	15.26	15.90
064360	Boiler & Cooling Sys Op-TM	14.93	15.53	16.14
077540	Laborer - TM	14.93	15.53	16.14
077510	Laborer-CDL	14.93	15.53	16.14
077360	Packer Laborer	14.93	15.53	16.14
077330	Packer Laborer-CDL	14.93	15.53	16.14
044480	Recycling Center Specialist	14.93	15.53	16.14
076690	Pick Up Truck Operator	15.20	15.90	16.52
077240	Night Liner Asst Mech/Opr	15.75	16.67	17.52
078660	Sign Erector-Paint Mach Op I	15.75	16.67	17.52
019990	Storekeeper-TM	15.94	16.41	16.95
076570	Truck Driver	16.27	16.77	17.45
076600	Tractor Driver	16.41	16.94	17.53
044780	Sanitation Tipper	16.49	17.19	17.83
077300	Packer Washout Laborer	16.82	17.73	18.66
079990	Mechanic I Greaser	16.93	17.50	18.14
076420	Equipment Operator-TM	17.34	18.05	18.55
076520	Equipment Operator-SWMS	17.34	18.05	18.55
079570	Fleet Service Worker	17.72	18.25	18.93
079960	Mechanic I Truck Tire	17.72	18.25	18.93
076510	Wrecker Operator	18.04	18.62	19.24
076300	Storage Equipment Operator 6-day	18.13	18.84	19.35
076330	Storage Equipment Operator 5-day	18.13	18.84	19.35
072450	Horticulture Worker-TM	18.31	19.11	19.92
078630	Sign Erector-Paint Mach Op II	18.31	19.11	19.92
078390	Sign Technician-TM	18.31	19.11	19.92
076870	Packer Driver-WC	18.45	18.77	19.42
044810	Sanitation Tipper-CDL	18.45	18.77	19.42
062630	Maintenance Worker-TM	18.82	19.68	20.62

076270	Tow-In Equipment Operator 6-day	19.42	20.15	20.64
076240	Tow-In Equipment Operator 5-day	19.42	20.15	20.64
076750	Front End Load Operator	19.79	20.06	20.68
062760	Specialty Maintenance Mover-TM	20.28	21.21	22.22
079880	Mechanic III-Automotive	20.66	21.60	22.60
079870	Mechanic III-Heavy Equipment	20.79	21.77	22.82
062240	Facilities Repair Worker	21.10	21.98	22.91
063640	Carpenter - TM	21.10	22.06	23.11
063750	Painter	21.10	22.06	23.11
064090	HVAC Mechanic-TM	21.21	22.14	23.06
076450	Senior Equipment Operator-TM	22.57	23.13	23.82
076490	Senior Equipment Operator-SWMS	22.57	23.13	23.82
063510	Maintenance Plumber-TM	23.79	24.81	25.83
062210	Maintenance Electrician-TM	24.27	25.28	26.35
076630	Fully Automatic Truck Driver	23.82		
076160	Crew Leader-TM	25.68		

3. The base hourly rate above for Members for Fiscal Year beginning July 1, 2018, and ending on June 30, 2019, shall be increased by two percent (2%).

4. The base hourly rate above for Members for Fiscal Year beginning July 1, 2019, and ending on June 30, 2020, shall be increased by two percent (2%).

5. The base hourly rate above for Members for Fiscal Year beginning July 1, 2020, and ending on June 30, 2021, shall be increased by two percent (2%).

6. The base hourly rate above for Members for Fiscal Year beginning July 1, 2021, and ending on June 30, 2022, shall be increased by two percent (2%).

7. The base hourly rate above for Members for Fiscal Year beginning July 1, 2022, and ending on June 30, 2023, shall be increased by two percent (2%).

8. LONGEVITY

Each Member shall receive annual longevity pay in the following amounts:

<u>Years of Continuous Service</u>	<u>7/1/2017</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
Less than three (3)	\$2,500.00	-0-	-0-	-0-
After three (3), but less than five (5)	\$2,950.00	\$550.00	\$650.00	\$750.00
After five (5) but less than ten (10)	\$3,025.00	\$625.00	\$725.00	\$825.00
After ten (10) but less than fifteen (15)	\$3,075.00	\$675.00	\$775.00	\$875.00
After fifteen (15)	\$3,125.00	\$725.00	\$825.00	\$925.00

<u>Years of Continuous Service</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
Less than three (3)	-0-	-0-
After three (3), but less than five (5)	<u>\$1,600.00</u>	<u>\$1,600.00</u>
After five (5) but less than ten (10)	<u>\$1,700.00</u>	<u>\$1,700.00</u>
After ten (10) but less than fifteen (15)	<u>\$1,800.00</u>	<u>\$1,800.00</u>
After fifteen (15)	<u>\$1,900.00</u>	<u>\$1,900.00</u>

Longevity pay for 7/1/2017 shall be calculated and paid to eligible Members employed as of December 1, 2017 and paid within thirty (30) days of execution of this CBA by the parties. Longevity pay, for 7/1/2018 and thereafter, shall be calculated as of November 1st of each year, and paid on or before November 30th of that year.

ADDENDUM J. TEMPORARY EMPLOYEES

1. The parties agree that Metro Government may hire temporary employees to perform work such as is normally performed by Members of the bargaining unit, under the terms set forth hereinafter.

2. Temporary employees will be subject to Article 4 of the Master Agreement as though fully set forth herein.

3. The parties agree that the hourly rate of pay for temporary employees shall be \$12.70 per hour, plus any annual wage rate increase negotiated under the Master Agreement.

4. The parties agree that temporary employees shall not be employed for more than six (6) months in any twelve (12) month period.

5. Temporary employees have or accrue priority rights to fill vacant entry-level positions or any bid position not bid on or filled by a full-time Member within Metro Government for which they qualify upon completion of six (6) months of employment. Temporary employees who have left Metro Government's employment will be contacted in the order of their hire date.

6. Temporary employees shall not be entitled to receive overtime work. Temporary employees will not be used to circumvent regular full-time Members in any way.

7. Temporary employees will not be entitled to receive health insurance or health coverage benefits.

8. The parties agree that temporary employees will not accrue or received the following benefits during the first ninety (90) days of employment and shall accrue or receive the following benefits only after their first ninety (90) days of employment, if they continue to work after those first ninety (90) days: sick leave benefits, vacation leave benefits, grievance rights, holiday pay.

9. Sick and vacation benefits accrued by temporary employees after ninety (90) days of continuous employment as provided above shall be accrued on a pro-rata basis for temporary employees.

10. If any such temporary employee is subsequently hired as a full time permanent employee by Metro Government that employee shall be placed in the Range of the Classification as if the temporary employee had been a regular employee. Additionally, if the employee has performed as a temporary employee for at least ninety (90) days, such employee will not have a probationary period as is required by this Agreement.