

Article	Section	Old Language	Article	Section	New or Changed Language
			Preface (NEW)		<p><u>The River City FOP Lodge 614 and Metro Government recognize that this short-term Agreement is being presented to Metro Council during a time of great social and economic change and debate in our community and country. The parties further recognize that negotiations for this Agreement began before this time of significant change and debate, including tentative agreements being reached on many Articles. Significant discussions concerning public safety, law enforcement intervention, and community services are happening at the local, state, and national levels in recognition that public trust and confidence are key to effective policing and building healthy, safe, and vibrant communities. At the same time, we must recognize the professional commitment of our officers and sergeants and the need to attract and retain qualified and diverse members.</u></p> <p><u>Accordingly, both parties to this agreement – River City FOP Lodge and Metro Government – commit to begin negotiating a new Agreement no later than January 31, 2021, reflective of the continued community discussion and the need for reform, including possible new and/or amended laws.</u></p>
Article 1 - Recognition	1	Metro Government, pursuant to the Ordinance No. 135 Series 2003 and KRS 67C.107, recognizes the Lodge as the exclusive representative for all non-civilian Members of the Louisville Metro Police Department for the purpose of collective bargaining on all matters within the legitimate scope of representation.	Article 1 - Recognition	1	Metro Government, pursuant to the Ordinance No. 135 Series 2003, KRS 67C.107, recognizes the Lodge as the exclusive representative for all non-civilian Members of the Louisville Metro Police Department, <u>including all officers that have retired and are reemployed full-time (as defined under KRS 95.022),</u> for the purpose of collective bargaining on all matters within the legitimate scope of representation.
1	4	For the purposes of this Collective Bargaining Agreement (hereinafter “Agreement”), the Lodge represents non-probationary sworn employees in the grades of police officer and sergeant. As used in this Agreement, unless the context requires otherwise, the term "Members" means non-probationary sworn employees of the Louisville Metro Police Department in the grades of police officer and sergeant.	1	4	For the purposes of this Collective Bargaining Agreement (hereinafter “Agreement”), the Lodge represents non-probationary sworn employees in the grades of police officer and sergeant. As used in this Agreement, unless the context requires otherwise, the term "Members" means non-probationary sworn employees, <u>and full-time rehired retirees</u> of the Louisville Metro Police Department in the grades of police officer and sergeant.

Article	Section	Old Language	Article	Section	New or Changed Language
1	5	Every police officer shall serve a probationary period of one (1) year from sworn date. During the probationary period, police officers shall be entitled to only the economic benefits contained in this Agreement. If training requirements are not timely completed within the probationary period, the probationary period may be extended twice in ninety (90) day increments for a total of an additional six (6) month period upon request by the Chief and approval by the Merit Board. The Chief shall notify the employee and the Secretary/Examiner in writing stating whether or not the employee is recommended for appointment at least ten (10) days prior to each extension.	1	5	Every police officer, <u>except where specified in this agreement</u> , shall serve a probationary period of one (1) year from sworn date. During the probationary period, police officers shall be entitled to only the economic benefits contained in this Agreement. <u>A probationary officer shall not be included in the merit system until that officer has satisfactorily completed his or her initial probationary period which shall be one year from his or her sworn date, unless extended by the Police Merit Board. Rehired retirees are excluded and considered to have already served their probation, unless extended by the Police Merit Board. Members reemployed under KRS 95.022 shall not be required to serve an initial probationary period upon reemployment, and shall immediately be entitled to appeal disciplinary action to the Merit Board pursuant to applicable Merit Board Rules and statutes.</u> If training requirements are not timely completed within the probationary period, the probationary period may be extended twice in ninety (90) day increments for a total of an additional six (6) month period upon request by the Chief and approval by the Merit Board. The Chief shall notify the employee and the Secretary/Examiner in writing stating whether or not the employee is recommended for appointment at least ten (10) days prior to each extension.
Article 5 - Non Discrimination	3	The Lodge recognizes its responsibilities as representative to represent all Members in the unit without discrimination, interference, restraint or coercion.	Article 5 - Non Discrimination	3	The Lodge recognizes its responsibilities as representative to represent all Members in the unit without <u>unlawful</u> discrimination, interference, restraint or coercion.
Article 7- Lodge Security		Membership in the Lodge is not compulsory. Members have the right to join or not join and neither party 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 Lodge, as provided by Collective Bargaining Ordinance LMCO Chapter 35.050-35.058.	Article 7- Lodge Security	1	Membership in the Lodge is not compulsory. Members have the right to join or not join and neither party shall exert pressure or <u>unlawfully</u> 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 Lodge, as provided by Collective Bargaining Ordinance LMCO Chapter 35.050-35.058.
				7 (NEW)	<u>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.</u>

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Article 8 - Lodge Business	3	The Lodge may select no more than six (6) representatives who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly. Three (3) of the Lodge representatives shall be allowed to so serve without loss in compensation. The remaining Lodge representatives shall use their accumulated days, annual leave or holidays for such purposes. The Lodge will submit in writing the names of its representatives to the Chief of Police not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Chief of Police of any Lodge representative substitution/replacement.	Article 8 - Lodge Business	3	The Lodge may select no more than six (6) representatives who shall be allowed to attend extraordinary as well as regular sessions of the Kentucky General Assembly. Three (3) of the Lodge representatives shall be allowed to so serve without loss in compensation, <u>only one of which will also be permitted to attend scheduled legislative functions and committee meetings/hearings during the interim (outside of a regular or extraordinary session) without loss in compensation. Additional lobbying not outlined above requires the FOP to ask the Deputy Chief for permission without loss in compensation.</u> The remaining Lodge representatives shall use their accumulated days, annual leave or holidays for such purposes. The Lodge will submit in writing the names of its representatives to the Chief of Police not later than fourteen (14) days before the time when the expected leave will be taken. The Lodge shall provide written notification to the Chief of Police of any Lodge representative substitution/replacement.
	4	The President's work schedule will consist of five (5), eight (8) hour days per week, except as described in Section 4 (B-3) and Section 4 (B-9) of this article. A Member elected and serving as President of the Lodge, shall be entitled to all of his salary and fringe benefits from the Metro Government while conducting union business provided:		4	The President's work schedule will consist of five (5), eight (8) hour days per week, except as described in Section 4 (B-3) and Section 4 (B-9) of this article. <u>Notwithstanding the above, the President may adjust his schedule within a given work week based on his workload.</u> A Member elected and serving as President of the Lodge, shall be entitled to all of his salary and fringe benefits from the Metro Government while conducting union business provided:
Article 9 - Seniority	2	(d) Voluntarily resigns: except if a Member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, his or her seniority shall be deemed continuous, less such time as he or she was not a Member of the Louisville Metro Police.	Article 9 - Seniority	2	(d) Voluntarily resigns: except if a Member returns to work within one (1) year after voluntary resignation and works one (1) full year thereafter, his or her seniority shall be deemed continuous <u>for purposes other than promotion,</u> less such time as he or she was not a Member of the Louisville Metro Police. <u>(f) For purposes of promotional eligibility, in accordance with KRS 67C.319, if a candidate has been rehired after a period of separation, seniority for promotional tests shall be calculated from the most recent hire date.</u>
Article 10 - Assignments			Article 10 - Assignments		Revised language throughout entire article for platoon assignments and unit vacancies; incorporated letter agreement language for 12-hour shifts

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Article 12 - Grievance Procedure	2 Step 4	If the aggrieved or the Lodge is not satisfied with the answer obtained in Step 3, either may seek advisory arbitration within fourteen (14) days after the receipt by the aggrieved of the Step 3 answer. The Lodge shall notify Metro Government of its intention to proceed to arbitration by notice to the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service (FMCS) of the intent to proceed to advisory arbitration and a request for a submission of a list of arbitrators. An arbitrator shall be selected by each party, the Lodge and Metro Government, alternatively striking a name from the panel submitted by the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service (FMCS) with the Lodge having the right to strike first. The parties shall meet for the purpose of striking names from the panel within fourteen (14) days of receipt by both parties of the panel from which an arbitrator is to be selected. The expenses, wages, and other compensation of any witness called before the arbitrator, shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of participants preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties. Notwithstanding the above, all on duty sworn LMPD employee witnesses or participants shall receive their regular compensation from Metro Government. Any Member who is required by the Department or Metro Government to appear and/or testify at an arbitration proceeding at a time outside of the Member's regularly scheduled hours of work shall be paid a minimum of three (3) hours. If these hours are in excess of a regular work day of eight (8) or ten (10) hours or a regular forty (40) hour work week, the Member shall be paid at a rate one and one-half (1 ½) times his regular	Article 12 - Grievance Procedure	2 Step 4	If the aggrieved or the Lodge is not satisfied with the answer obtained in Step 3, either may seek <u>advisory binding</u> arbitration within fourteen (14) days after the receipt by the aggrieved of the Step 3 answer. The Lodge shall notify Metro Government of its intention to proceed to arbitration by notice to the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service (FMCS) of the intent to proceed to <u>advisory binding</u> arbitration and a request for a submission of a list of arbitrators. An arbitrator shall be selected by each party, the Lodge and Metro Government, alternatively striking a name from the panel submitted by the Louisville Labor Management Committee or the Federal Mediation and Conciliation Service (FMCS) with the Lodge having the right to strike first . The parties shall meet for the purpose of striking names from the panel within fourteen (14) days of receipt by both parties of the panel from which an arbitrator is to be selected. The expenses, wages, and other compensation of any witness called before the arbitrator, shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of participants preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties. Notwithstanding the above, all on duty sworn LMPD employee witnesses or participants shall receive their regular compensation from Metro Government. Any Member who is required by the Department or Metro Government to appear and/or testify at an arbitration proceeding at a time outside of the Member's regularly scheduled hours of work shall be paid a minimum of three (3) hours. If these hours are in excess of a regular work day of eight (8), or ten (10), <u>hours or twelve (12) hours,</u> or a regular forty (40) hour work week <u>or regular eighty (80) hour pay period,</u> the Member shall be paid at a rate one and one-half (1 ½) times his regular rate of pay for these hours. The arbitrator's
Article 13 - Standard Operating Procedure	2	No changes in the Standard Operating Procedures of the Louisville Metro Police Department shall be effective until they have been posted on bulletin boards (including the intranet) in all departments for a period of ten (10) calendar days. Any change shall be forwarded to the Lodge ten (10) days prior to the effective date.	Article 13 - Standard Operating Procedure	2	No changes in the Standard Operating Procedures of the Louisville Metro Police Department shall be effective until they have been posted on bulletin boards (including the intranet) in all departments for a period of ten (10) calendar days <u>or delivered electronically (including email, intranet, or other electronic methods) to all Members after a period of ten (10) calendar days.</u> Any change shall be forwarded to the Lodge ten (10) days prior to the effective date.

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Article 14 - Conditions of Employment			Article 14 - Conditions of Employment		Revised language throughout entire article for in-service training; incorporates the Scheduling for 12-hour Shifts Letter Agreement (Exec. 5/24/2016) and the Reemployment of Retired Full-Time Police Officers Letter Agreement (Exec. 8/17/2017).
Article 15 - Health and Safety	1	The Department will take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and the Lodge and all Members shall cooperate in all matters concerning the health and safety of Members.	Article 15 - Health and Safety	1	The Department will take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and the Lodge and all Members shall cooperate in all matters concerning the health and safety of Members. <u>The following provisions of this article shall apply to provide that Members are adequately rested and prepared for duty.</u>
	2	No Member shall be scheduled for pre-planned event details or regular work shifts without a minimum of ten (10) hours between details or regular work shifts unless the Chief deems an emergency exists. Investigative units that utilize flexible work schedules are exempt from having ten (10) hours between scheduled work shifts. Members shall be paid at the applicable overtime rate for each hour or portion thereof that is worked in violation hereof. The overtime rate for the applicable hours shall be applied to the first available straight time hours worked following the violation.		2	No Member shall be scheduled for pre-planned event details or regular work shifts without a minimum of ten (10) hours between details or regular work shifts unless the Chief deems an emergency exists. Investigative <u>and specialized</u> units that utilize flexible work schedules are exempt from having ten (10) hours between scheduled work shifts. Members shall be paid at the applicable overtime rate for each hour or portion thereof that is worked in violation hereof. The overtime rate for the applicable hours shall be applied to the first available straight time hours worked following the violation.
				3 (NEW)	<u>Members assigned to 12-hour platoons will not be permitted to report to a regularly scheduled shift until they have had a minimum of 8 hours off before reporting to their scheduled shift. Members who become aware of any departmental work or any activity or function related to departmental work that may conflict with this 8-hour off provision shall immediately notify their commanding officer(s). Such work, activity or functions include but are not limited to the following:</u> <u>1. Unscheduled overtime</u> <u>2. Call outs</u> <u>3. Specialty unit/team callouts (SWAT, Bomb Squad, etc.)</u> <u>4. Court (trials, extended court appearances, afternoon court, etc.)</u> <u>5. Critical incident investigations (Involved officers, witness officers, transport officers, etc. that may be required to remain on scene or at PIU for extended periods of time)</u>

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				4 (NEW)	<u>Supervisors made aware of these conflicts shall instruct the Member to report to their next scheduled shift at the appropriate time, which shall be 8 hours after the Member was released from the departmental work or related activity or function. Affected Members reporting late to an assigned shift under this provision shall be released from the assigned shift at the regularly scheduled time without penalty. The hours "missed" due to the Member reporting late shall be considered hours worked and paid at the applicable rate.</u>
	3	The Department will make available at each Division and/or the property room on a twenty-four (24) hour basis the following equipment: personal protection equipment (PPE) kit items; OC canisters; air tanks for refilling; pepper ball air cannisters; ECW cartridge reloads; and necessary equipment and supplies for sanitizing Departmental equipment. A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer.		5	The Department will make available at each Division and/or the property room on a twenty-four (24) hour basis the following equipment: personal protection equipment (PPE) kit items; OC canisters; air tanks for refilling; pepper ball air cannisters; ECW cartridge reloads; necessary equipment and supplies for sanitizing Departmental equipment; <u>trauma kits; tourniquets; antiviral kits; and overdose response kits. Antiviral kits may only be used under the orders of a physician or other lawfully authorized medical professional.</u> A Member shall be permitted to obtain said equipment with the permission of the Member's commanding officer. <u>Metro and the Lodge agree to meet for the purpose of adding or deleting equipment or gear to this list as necessary.</u>
				9 (NEW)	<u>Officers shall be permitted to review their Wearable Video System (WVS) footage of any incident in which they were involved prior to making a statement or report regarding the incident.</u>
Article 17 - Disciplinary Procedures and Bill of Rights	1 A.	v. The complaint procedure as defined in KRS 15.520 and this Agreement shall be explained to the complainant by a LMPD commanding officer or Professional Standards Unit (PSU) investigator.	Article 17 - Disciplinary Procedures and Bill of Rights	1 A.	e) The complaint procedure as defined in KRS 15.520 <u>KRS 67C.326</u> and this Agreement shall be explained to the complainant by a LMPD commanding officer or Professional Standards Unit (PSU) investigator.
		vi. If the complainant elects to file a formal complaint, the complaint shall be taken in the form of an affidavit, signed and sworn to by the complainant.			f) If the complainant elects to file a formal complaint, the complaint shall be taken in the form of an affidavit, signed and sworn to by the complainant. <u>If, after the completion of an investigation, it is determined by the Chief of Police or his/her designee that a complainant filed a false affidavit in violation of KRS 523.040 or falsely reported a criminal incident in violation of KRS 519.040, the affected Member may be afforded a meeting with the Special Investigations Division (SID) Commander and other appropriate personnel, as designated by the SID Commander. (Suspension MOU language)</u>

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		ix. The complaint inquiry form shall be maintained solely and exclusively by the PSU. The contents of this information shall be transmitted to the Chief or his designee for appropriate handling. If the Chief or his designee directs an investigation, the procedures outlined in KRS 15.520 and this Agreement shall be followed. If no investigation is directed by the Chief or his designee, the complaint inquiry form shall be destroyed ninety (90) days after receipt.			i) The complaint inquiry form shall be maintained solely and exclusively by the PSU. The contents of this information shall be transmitted to the Chief or his designee for appropriate handling. If the Chief or his designee directs an investigation, the procedures outlined in KRS 15.520 <u>KRS 67C.326</u> and this Agreement shall be followed. If no investigation is directed by the Chief or his designee, the complaint inquiry form shall be destroyed ninety (90) days after receipt.
				2 A. (NEW)	<u>This Section is intended to apply only where an officer has been suspended "without pay pending," and shall not apply to disciplinary proceedings and appeals where that has not occurred.</u>
				2 B. (NEW)	<u>The Chief of Police may suspend an officer without pay pending completion of administrative investigation and before imposition of formal disciplinary charges and penalty (hereinafter "without pay pending"), only under extraordinary circumstances where each the following conditions exist:</u> <u>a) The Chief is in possession of evidence of a disciplinary violation, which evidence eliminates genuine doubt regarding what conduct has occurred. Examples, by way of illustration but not limitation, may include video or audio recordings, or photographs, unmistakably establishing facts or events constituting a disciplinary offense.</u> <u>b) The officer conduct in question also constitutes a felony under applicable criminal law, or is wrongful conduct that is so outrageous as to create a genuine threat to the public peace and order.</u> <u>c) The specific conduct triggering the suspension crosses out of the boundaries of legitimate law enforcement activity.</u> <u>d) The conduct clearly constitutes an offense for which, if disciplinary charges should be sustained, the Chief will terminate the officer, barring mitigating circumstances.</u> <u>e) The offense is so extreme in degree that it is shocking to reasonable minds and compels immediate action. Examples, by way of illustration but not limitation, include an act of extreme violence, or sexual abuse of a child; and,</u> <u>f) Where the conduct constitutes use of force, the force involved must be plainly and obviously unjustified.</u>

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				2 C. (NEW)	<u>A suspension "without pay pending" may not exceed thirty 8-hour work days. If the Louisville Metro Police Merit Board ("LMPMB"), after a hearing on formal disciplinary charges and penalty fails to sustain termination, or if the charges and penalty imposed by the Chief are less than termination, then the time the officer was suspended "without pay pending" shall be deemed time served toward any suspension finally imposed, and should the final penalty be less than a suspension equal in length to the time already served, the officer shall be made whole.</u>
				2 D. (NEW)	<u>When an officer is suspended "without pay pending," the officer shall be advised in writing of the reasons for the suspension within 24 hours of being suspended.</u>
				2 E. (NEW)	<u>Consequently:</u> a) <u>A decision by the Chief not to suspend an officer "without pay pending" shall not constitute a waiver of the right to impose formal disciplinary charges and discipline, and shall not be deemed to reflect on the merits of any such charges or penalty.</u> b) <u>An officer suspended "without pay pending" shall have the right to appeal to the LMPMB from such suspension subject to the following:</u> i. <u>Election not to appeal until imposition of formal disciplinary charges and penalty shall not be deemed waiver of any right to appeal from formal written charges, and the time limit for appeal to the LMPMB from formal charges shall begin to run only upon the imposition of such charges and penalties.</u> ii. <u>If an officer who has already appealed from a suspension "without pay pending" later appeals from formal written charges regarding the same occurrence that triggered the suspension "without pay pending," the two appeals shall be merged to avoid duplicated LMPMB hearings.</u>
				2 F. (NEW)	<u>A violation of the above terms shall be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.</u>

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	2 B.	The forty-eight (48) hour written notice shall include a copy of the complaint. In the event a written complaint does not exist, the forty-eight (48) hour notice shall include other written information sufficient to advise the Member of the specific allegations of misconduct.		3 B.	The forty-eight (48) hour written notice shall <u>be served in a private setting and</u> include a copy of the complaint. In the event a written complaint does not exist, the forty-eight (48) hour notice shall include other written information sufficient to advise the Member of the specific allegations of misconduct. <u>Any charge involving violation of any consolidated local government rule or regulation shall be made in writing with sufficient specificity so as to fully inform the Member of the nature and circumstances of the alleged violation in order that he may be able to properly defend himself. The charge shall be served on the Member in writing.</u>
	3 A.	If a complaint is investigated by the PSU, the complaint and resulting investigation will be forwarded to the Chief or his designee. The Chief upon receiving the investigative findings and recommendations will review all complaints forwarded to his office and will handle the complaint in one of the following ways:		4 A.	If a complaint is investigated by the PSU, the complaint, and <u>and the Member's annual performance evaluation and letters of commendation,</u> will be forwarded to the Chief or his designee. The Chief upon receiving the investigative findings and recommendations will review all complaints forwarded to his office and will handle the complaint in one of the following ways:
				8 A. (NEW)	<u>Every action involving the dismissal, suspension, or demotion of a non-probationary Member will be handled in accordance with applicable Kentucky State Law and Federal Law.</u>
Article 19 - Transfer Rights			Article 19 - Transfer Rights	5 (NEW)	<u>A Member on probation may be transferred at the discretion of the Chief with no right of appeal or grieve under the provisions of Article 12.</u>
Article 24 - Salary Schedule	1	The base hourly rate for Members effective upon approval of this Agreement shall be as indicated on the salary schedule attached through June 30, 2018. Members shall be placed on the pay grade of the salary schedule based upon the Member's seniority date.	Article 24 - Salary Schedule	1	The base hourly rate for Members effective upon approval of this Agreement shall be as indicated on the <u>attached Appendix 4</u> salary schedule, attached through June 30, 2018 <u>effective July 1, 2020 through June 30, 2021.</u> Members shall be placed on the pay grade of the salary schedule based upon the Member's seniority date.
	2	Effective upon approval of this Agreement, the salary schedule shall be the salary schedule in effect on June 30, 2010. Effective July 1, 2012 and ending on June 30, 2013, the base hourly rates shall be increased by one (1%) percent retroactive to July 1, 2012. Effective for the fiscal year beginning on July 1, 2013 and ending on June 30, 2014, and for each subsequent fiscal year under this Agreement, ending on June 30, 2018, the base hourly pay rates for Members shall be increased by two (2%) percent each year.		2	Effective upon approval of this Agreement, the salary schedule shall be the salary schedule in effect on June 30, 2010. Effective July 1, 2012 and ending on June 30, 2013, the base hourly rates shall be increased by one (1%) percent retroactive to July 1, 2012. Effective for the fiscal year beginning on July 1, 2013 and ending on June 30, 2014, and for each subsequent fiscal year under this Agreement, ending on June 30, 2018, the base hourly pay rates for Members shall be increased by two (2%) percent each year.

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Article 26 - Court Pay	1	In the event that an active Member or a retired Louisville Metro Police Officer (or a retiree from the former Louisville Division of Police or the Jefferson County Police Department) is required to appear to testify in Court outside of his regularly scheduled work hours or after retirement, he shall be paid fifty dollars (\$50.00) until July 1, 2013, when the amount will be increased to sixty dollars (\$60.00), regardless of the number of appearances or the number of courts he may attend on any given day.	Article 26 - Court Pay	1	In the event that an active Member or a retired Louisville Metro Police Officer (or a retiree from the former Louisville Division of Police or the Jefferson County Police Department) is required to appear to testify in Court outside of his regularly scheduled work hours or after retirement, he shall be paid fifty dollars (\$50.00) until July 1, 2013, when the amount will be increased to sixty dollars (\$60.00) <u>sixty-five dollars (\$65.00), effective upon execution of this agreement</u> , regardless of the number of appearances or the number of courts he may attend on any given day.
Article 27 - Overtime			Article 27 - Overtime	6 (NEW)	<u>Members working 12-hour shifts shall continue to be paid bi-weekly based on 80 hours of scheduled work (84 hours less 4 hours eliminated from actual scheduled work), and will be paid overtime for all hours over 80 worked in a bi-weekly pay period and will be paid overtime for all hours over 12 worked in a day. All other provisions in Article 27, not in conflict with this agreement, shall apply.</u>
Article 29 - Special Assignment Pay			Article 29 - Special Assignment Pay	1 C. (NEW)	<u>Special assignment pay equal to one and one-half (1.5) hours of overtime pay if assigned to a 12-hour shift/platoon.</u> i. <u>Special assignment pay equal to one (1) hour of overtime pay if assigned to a 12 hour shift/platoon but only scheduled to work an 8 hour shift.</u> ii. <u>Special assignment pay equal to one-half (1/2) hour of overtime pay if assigned to a 12-hour shift/platoon but only scheduled to work a 4 hour shift.</u>
	4	Members shall receive fifty (\$.50) cents per hour shift differential where their regularly scheduled shift begins between 2200 and 0200 hours.		4	Members shall receive fifty (\$.50) cents per hour shift differential where their regularly scheduled shift begins between 2200 and 0200 hours. <u>Members assigned to a 12-hour platoon shall receive fifty (\$.50) cents per hour shift differential if assigned to the Patrol Second Platoon.</u>

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Articlie 30 - Paid and Unpaid Leaves	1 A.	<p>Annual Leave/Holidays. Effective upon ratification of this Agreement by the Metro Council, full time Members are eligible to receive annual leave/holidays with pay as provided in the schedule set forth below:</p> <table> <thead> <tr> <th>Years of Service</th> <th>Bi-weekly Leave Earned²</th> </tr> </thead> <tbody> <tr> <td>1 through 4 years</td> <td>6.24 hours</td> </tr> <tr> <td>5 through 9 years</td> <td>8.08 hours</td> </tr> <tr> <td>10 through 14 years</td> <td>9.00 hours</td> </tr> <tr> <td>15 through 19 years</td> <td>9.93 hours</td> </tr> <tr> <td>20 through 24 years</td> <td>10.85 hours</td> </tr> <tr> <td>25 through 29 years</td> <td>11.78 hours</td> </tr> <tr> <td>30 years and over</td> <td>12.71 hours</td> </tr> </tbody> </table>	Years of Service	Bi-weekly Leave Earned ²	1 through 4 years	6.24 hours	5 through 9 years	8.08 hours	10 through 14 years	9.00 hours	15 through 19 years	9.93 hours	20 through 24 years	10.85 hours	25 through 29 years	11.78 hours	30 years and over	12.71 hours	Articlie 30 - Paid and Unpaid Leaves	1 A.	<p>Annual Leave/Holidays. Effective upon ratification of this Agreement by the Metro Council, Full time Members, <u>including Members reemployed as full-time employees pursuant to KRS 95.022</u>, are eligible to receive annual leave/holidays with pay as provided in the schedule set forth below:</p> <table> <thead> <tr> <th>Years of Service</th> <th>Bi-weekly Leave Earned¹</th> </tr> </thead> <tbody> <tr> <td>1 through 4 years</td> <td>6.24 <u>6.55</u> hours</td> </tr> <tr> <td>5 through 9 years</td> <td>8.08 <u>8.39</u> hours</td> </tr> <tr> <td>10 through 14 years</td> <td>9.00 <u>9.31</u> hours</td> </tr> <tr> <td>15 through 19 years</td> <td>9.93 <u>10.24</u> hours</td> </tr> <tr> <td>20 through 24 years</td> <td>10.85 <u>11.16</u> hours</td> </tr> <tr> <td>25 through 29 years</td> <td>11.78 <u>12.09</u> hours</td> </tr> <tr> <td>30 years and over</td> <td>12.71 <u>13.02</u> hours</td> </tr> </tbody> </table>	Years of Service	Bi-weekly Leave Earned ¹	1 through 4 years	6.24 <u>6.55</u> hours	5 through 9 years	8.08 <u>8.39</u> hours	10 through 14 years	9.00 <u>9.31</u> hours	15 through 19 years	9.93 <u>10.24</u> hours	20 through 24 years	10.85 <u>11.16</u> hours	25 through 29 years	11.78 <u>12.09</u> hours	30 years and over	12.71 <u>13.02</u> hours
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15 through 19 years	9.93 <u>10.24</u> hours																																				
20 through 24 years	10.85 <u>11.16</u> hours																																				
25 through 29 years	11.78 <u>12.09</u> hours																																				
30 years and over	12.71 <u>13.02</u> hours																																				
	1 B.			1 B.	The annual leave/holidays listed above shall be paid leave days with the provision that eight <u>nine (9)</u> annual leave/holidays may be redeemed as pay on December 1 of each calendar year. The paid days taken in lieu of the annual leave/holidays shall be at the Member's regular rate of pay. A redeemed annual leave/holiday pay shall be paid by direct deposit.																																
	1 D.	Upon retirement, a Member shall be entitled to receive reimbursement for accrued annual leave/holidays not to exceed 400 hours, with no employer or employee pension contributions. However, if the Member has at least 64 hours of accrued annual leave/holidays, then 64 hours of the aforementioned 400 hours shall be paid by separate check as holiday pay, which pay shall be subject to employer and employee pension contributions.		1 D.	Upon retirement <u>or death</u> , a Member shall be entitled to receive reimbursement for accrued annual leave/holidays not to exceed 400 hours, with no employer or employee pension contributions. However, if the Member has at least 64 <u>72</u> hours of accrued annual leave/holidays, then 64 <u>72</u> hours of the aforementioned 400 hours shall be paid by separate check <u>direct deposit</u> as holiday pay, which pay shall be subject to employer and employee pension contributions.																																

Article	Section	Old Language	Article	Section	New or Changed Language
	2	<p>Personal Days.</p> <p>In addition to the annual and holiday leave allowed above, there shall be, each year, thirty-two (32) personal hours of leave time granted which must be taken as time off in the year granted, and shall not accumulate beyond the year when granted. The paid hours taken as personal hours shall be at the regular rate of pay of the Member. Approved time off of personal hours cannot be cancelled unless an emergency is declared by the Chief.</p>		2	<p>Personal Days.</p> <p>In addition to the annual and holiday leave allowed above, there shall be each year, thirty-two (32) personal hours of leave time granted which must be taken as time off in the year granted, and shall not accumulate beyond the year when granted. <u>Provided, however, that such hours shall accrue in a pro-rated fashion as follows: if the Member is hired in the first quarter of a calendar year, the Member shall receive 32 hours of personal leave; if hired in the second quarter, the Member shall receive 24 hours; if hired in the third quarter, the Member shall receive 16 hours; and if hired in the fourth quarter of the calendar year, the Member shall receive 8 hours.</u> The paid hours taken as personal hours shall be at the regular rate of pay of the Member. Approved time off of personal hours cannot be cancelled unless an emergency is declared by the Chief. <u>Pro-ration of personal days/hours shall be administered by LMPD human resources and submitted to Metro HR Benefits.</u></p>
Article 31 - Sick Leave		There shall be no limit on the amount of paid sick leave the Chief may authorize, however, Members on extended paid sick leave are required to report on their status in writing to the Chief of Police every thirty (30) days, including a medical certification of their diagnosis and prognosis, and the medical necessity for the continued use of sick leave.	Article 31 - Sick Leave	1 B.	There shall be no limit on the amount of paid sick leave the Chief may authorize, however, Members on extended paid sick leave are required to report on their status in writing to the Chief of Police every <u>eight (8) weeks</u> thirty (30) days , including a medical certification of their diagnosis and prognosis, and the medical necessity for the continued use of sick leave.
	6 B.	Members shall be granted up to seven (7) days of paid paternity leave. Members requiring additional leave for family medical reasons shall refer to Section 5 above.		6 B.	Members shall be granted up to <u>eighty (80) hours</u> seven (7) days of paid paternity leave. Members requiring additional leave for family medical reasons shall refer to Section 5 above.
	6 C.	Members adopting a child shall be granted up to seven (7) days of paid adoption leave at the Chief's discretion. If both parents are Members of the Department, each Member may have up to seven (7) days at the Chief's discretion.		6 C.	Members adopting a child shall be granted up to <u>eighty (80) hours</u> seven (7) days of paid adoption leave at the Chief's discretion. If both parents are Members of the Department, each Member may have up to <u>forty (40) hours</u> seven (7) days at the Chief's discretion.

Article	Section	Old Language	Article	Section	New or Changed Language														
Article 32 - In-Line-Of-Duty Injury/Death	4	In the event that a Member dies as a result of service connected cause, the Metro Government shall pay to the beneficiary designated by the Member or in the event there is no designated beneficiary, then to the Member's estate, in addition to applicable pension benefits, and in supplement to any Worker's Compensation income benefits and Social Security benefits which may be due, in lump sum, an amount equal to twelve (12) months of the Member's rate of pay on the salary schedule attached to this Agreement.	Article 32 - In-Line-Of-Duty Injury/Death	4	In the event that a Member dies as a result of service connected cause, the Metro Government shall pay to the beneficiary designated by the Member or in the event there is no designated beneficiary, then to the Member's estate, in addition to applicable pension benefits, and in supplement to any Worker's Compensation income benefits and Social Security benefits which may be due, in lump sum, an amount equal to twelve (12) months of the Member's rate of pay on the salary schedule attached to this Agreement. <u>Said payment shall be made within 30 days after receipt of all documents.</u>														
Article 33 - Health Insurance	2	Health Insurance Plan for Members Hired After July 1, 2013 The health insurance benefit plans available to all Metro Government employees (the "Metro Plans") are the benefit plans, and only benefit plans available to FOP Members hired on or after July 1, 2013. Members hired on or after July 1, 2013 will pay the same premiums available to all other Metro Government employees.	Article 33 - Health Insurance	2	Health Insurance Plan for Members Hired After July 1, 2013 The health insurance benefit plans available to all Metro Government employees (the "Metro Plans") are the benefit plans, and only benefit plans available to FOP Members hired on or after July 1, 2013. <u>Beginning with the July 1, 2021 health plan year, Members hired on or after July 1, 2013 will have one plan available to them (Metro's designated plan) with a \$0 monthly premium for all available coverage options regarding self, spouse, children, or family options within that plan. Alternatively, Members hired on or after July 1, 2013, may select any other plan offered to all other Metro Government employees and will pay the same premiums as available to all other Metro Government employees.</u>														
				3 A. (NEW)	<u>Metro Designated Plan with HRA Funds</u> <u>For health plan year beginning July 1, 2021, HRA funds for Metro's designated plan will be as follows:</u> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th><u>Managed Choice Medical Plan</u></th> <th><u>HRA Funds</u></th> </tr> </thead> <tbody> <tr> <td><u>Employee only</u></td> <td><u>\$1,000</u></td> </tr> <tr> <td><u>Employee + Spouse</u></td> <td><u>\$1,200</u></td> </tr> <tr> <td><u>Employee + Child(ren)</u></td> <td><u>\$1,200</u></td> </tr> <tr> <td><u>Employee + Spouse + Child(ren)</u></td> <td><u>\$1,400</u></td> </tr> <tr> <td><u>Employee + Qualified Adult</u></td> <td><u>\$1,000</u></td> </tr> <tr> <td><u>Employee + Qualified Adult + Child(ren)</u></td> <td><u>\$1,200</u></td> </tr> </tbody> </table>	<u>Managed Choice Medical Plan</u>	<u>HRA Funds</u>	<u>Employee only</u>	<u>\$1,000</u>	<u>Employee + Spouse</u>	<u>\$1,200</u>	<u>Employee + Child(ren)</u>	<u>\$1,200</u>	<u>Employee + Spouse + Child(ren)</u>	<u>\$1,400</u>	<u>Employee + Qualified Adult</u>	<u>\$1,000</u>	<u>Employee + Qualified Adult + Child(ren)</u>	<u>\$1,200</u>
<u>Managed Choice Medical Plan</u>	<u>HRA Funds</u>																		
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<u>Employee + Qualified Adult + Child(ren)</u>	<u>\$1,200</u>																		

Article	Section	Old Language	Article	Section	New or Changed Language
	3	Patient Protection and Affordable Care Act (PPACA) In order to comply with the Patient Protection and Affordable Care Act (PPACA) and applicable IRS regulations, Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with mandated healthcare reform, PPACA and IRS regulations.		4 (NEW)	<u>Compliance</u> <u>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.</u>
Article 34 - Clothing and Equipment Allowances	1	Members shall receive an annual clothing allowance of \$1,500 payable in quarterly payments by separate check, beginning July 1 of each fiscal year. Provided, however, that such allowance shall not begin until six months after distribution of the initial issue of clothing and further, that after such six months the allowance shall be prorated for the first quarter depending on the time when the six month period ends. Newly hired officers shall receive an initial distribution of uniforms.	Article 34 - Clothing and Equipment Allowances	1	Members shall receive an annual clothing allowance of \$1,500, payable in quarterly payments by separate check direct deposit, beginning July 1 of each fiscal year. Provided, however, that such allowance shall not begin until six months after distribution of the initial issue of clothing and further, that after such six months the allowance shall be prorated for the first quarter depending on the time when the six month period ends. Newly hired officers shall receive an initial distribution of uniforms.
	2	Members shall receive an annual equipment allowance of \$900 payable in quarterly payments by separate check, beginning July 1 of each fiscal year. Provided, however, that such equipment allowance shall not begin until six months after distribution of the initial issue of equipment and further, that after such six months the allowance shall be prorated for the first quarter depending on the time when the six month period ends. Newly hired officers shall receive an initial distribution of equipment, excluding a service weapon and leather gear.		2	Members shall receive an annual equipment allowance of \$900 payable in quarterly payments by separate check direct deposit, beginning July 1 of each fiscal year. Provided, however, that such equipment allowance shall not begin until six months after distribution of the initial issue of equipment and further, that after such six months the allowance shall be prorated for the first quarter depending on the time when the six month period ends. Newly hired officers shall receive an initial distribution of equipment, excluding a service weapon and leather gear.
	3	If a Member has been assigned to a non uniform function for three (3) years or longer requiring the exclusive wearing of civilian clothing (rather than a uniform) and thereafter is transferred to a uniform function, Metro Government will pay such Member upon transfer \$750.00 for uniform replacement as needed.		3	If a Member has been assigned to a non-uniform function for three (3) years or longer requiring the exclusive wearing of civilian clothing (rather than a uniform) and thereafter is transferred to a uniform function, Metro Government will pay such Member, <u>via direct deposit</u> , upon transfer \$750.00 for uniform replacement as needed.
	6	Effective July 1, 2009, Members shall be provided an increase of the allowances set forth in this Article of a total of sixty (\$60.00) dollars per month payable bi-weekly.		6	Effective July 1, 2009, Members shall be provided an increase of the allowances set forth in this Article of a total of sixty (\$60.00) dollars per month payable bi-weekly <u>via direct deposit.</u>
Article 35 - Life Insurance	A.	\$15,000.00 payment upon death of the insured, or that amount of insurance provided to other Metro Government employees, whichever is greater; and	Article 35 - Life Insurance	A.	15,000.00 <u>\$30,000</u> payment upon death of the insured, or that amount of insurance provided to other Metro Government employees, whichever is greater; and

Article	Section	Old Language	Article	Section	New or Changed Language
	B.	\$15,000.00 accidental death and dismemberment insurance, or that amount of insurance provided to other Metro Government employees, whichever is greater.		B.	15,000.00 <u>\$30,000</u> accidental death and dismemberment insurance, or that amount of insurance provided to other Metro Government employees, whichever is greater. (Metro agreed to FOP's proposed increase)
			Article 39 - Community Development Block Grant (CDBG) - Census Tract Down Payment Incentive	(NEW)	<p><u>Section 1. Members who intend to purchase a primary resident in a CDBG-eligible census tract will be eligible for an incentive payment of five-thousand dollars (\$5,000) as down payment assistance for the purchase of that primary residence.</u></p> <p><u>Section 2. The eligible areas are currently defined on following website and will be updated upon the federal completion of the 2020 Census:</u> https://www.arcgis.com/home/webmap/viewer.html?webmap=ffbf9cc9249b382dc78a67c2ca97b&extent=-85.9333,38.1164,-85.4442,38.311</p> <p><u>Section 3. Metro Government will promulgate a form necessary to apply for the incentive payment.</u></p>
Article 40 - Term	1	This Agreement shall become effective upon approval by the parties and shall remain in effect up to and including June 30, 2018 and shall be presented to the Metro Council pursuant to LMCO Section 35.057.	Article 40 - Term	1	This Agreement shall become effective upon approval by the parties and shall remain in effect up to and including June 30, 2021 and shall be presented to the Metro Council pursuant to LMCO Section 35.057.
	2	Should either party desire to alter any portion of any terms hereof that party shall notify the other party in writing not less than one hundred and fifty (150) days prior to June 30, 2018.		2	Should either party desire to alter any portion of any terms hereof that party shall notify the other party in writing not less than one hundred and fifty (150) days prior to June 30, 2021 .
	4	Metro Government agrees to provide the Lodge written commitment to begin negotiations for a successor agreement as soon as possible prior to February 1, 2018.		4	Metro Government agrees to provide the Lodge written commitment to begin negotiations for a successor agreement as soon as possible prior to February 1, 2021 .
Appendix 1 - Drug Testing Policy and Procedure	Drug Testing Procedures	Records Retention and Use Records of a positive drug test or refusal to submit to such test as provided in this Agreement shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, Police Merit Board appeal or appeal thereof. All such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.	Appendix 1 - Drug Testing Policy and Procedure	Drug Testing Procedures	Records Retention and Use Records of a positive drug test or refusal to submit to such test as provided in this Agreement shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, Police Merit Board appeal or appeal thereof. All such records shall not be utilized for any purpose after one (1) year from the date of the incident that gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test. <u>Test results and records shall not be provided to any agency or entity outside of Louisville Metro Government, unless required by law or regulation.</u>

Article	Section	Old Language	Article	Section	New or Changed Language
			Appendix 2 - Reemployment and Retired Full- Time Police Officers	(NEW)	Remaining language incorporated from the Reemployment of Rehire Full-Time Police Officers Letter Agreement, executed on 8/17/2017.
			Appendix 4 - Salary Schedule		New Step Schedule Rates