

**ORDINANCE NO. 137, SERIES 2014**

**AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 29, 2014 THROUGH JUNE 30, 2019) RELATING TO WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3425, FOR AND ON BEHALF OF THE LOUISVILLE FREE PUBLIC LIBRARY BARGAINING UNIT.**

**Sponsored By: Council Member Tandy**

**WHEREAS**, a Collective Bargaining Agreement has been reached between the Louisville/Jefferson County Metro Government and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 3425, for and on behalf of the Louisville Free Public Library Bargaining Unit.

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

**SECTION I.** That the Collective Bargaining Agreement (July 29, 2014 through June 30, 2019) reached between Louisville/Jefferson County Metro Government and the American Federation of State, County, and Municipal Employees AFL-CIO, Local 3425, for and on behalf of the Louisville Free Public Library Bargaining Unit, which relates to wages, benefits, and other terms and conditions of employment, be and is hereby ratified and approved, and the execution of said Agreement by the mayor on behalf of Metro Government is ratified and approved. A copy of the Collective Bargaining Agreement is attached hereto.

**SECTION II.** This Ordinance shall take effect upon its passage and approval.

  
\_\_\_\_\_  
H. Stephen Ott  
Metro Council Clerk

  
\_\_\_\_\_  
Jim King  
President of the Council

  
\_\_\_\_\_  
Greg Fischer  
Mayor

Approved: 9/4/14  
Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney



By:   
\_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO, LOCAL 3425**

**LOUISVILLE FREE PUBLIC LIBRARY**

**EFFECTIVE DATE:** 7/29/2014

**EXPIRATION DATE: JUNE 30, 2019**

PREAMBLE	.....	4
ARTICLE 1.	SCOPE .....	4
ARTICLE 2.	SUBORDINATION.....	4
ARTICLE 3.	GENDER .....	5
ARTICLE 4.	PERSONNEL FILES.....	5
ARTICLE 5.	UNION SECURITY .....	5
ARTICLE 6.	UNION BUSINESS AND UNION STEWARDS.....	7
ARTICLE 7.	DISCIPLINE.....	9
ARTICLE 8.	GRIEVANCE PROCEDURE.....	11
ARTICLE 9.	SENIORITY .....	13
ARTICLE 10.	FILLING VACANCIES AND PROMOTIONS .....	13
ARTICLE 11.	TRANSFERS.....	14
ARTICLE 12.	LAYOFF AND RECALL .....	14
ARTICLE 13.	SALARY SCHEDULE AND LONGEVITY .....	15
ARTICLE 14.	WORK WEEK AND OVERTIME.....	18
ARTICLE 15.	CALL OUT PAY .....	18
ARTICLE 16.	PROBATIONARY EMPLOYEES .....	19
ARTICLE 17.	PERSONNEL POLICY .....	19
ARTICLE 18.	CERTAIN FRINGE BENEFITS.....	19
A.	Life Insurance .....	19
B.	Pretax Premium And/Or Dependent Care Account.....	20
C.	Health Insurance.....	20
D.	Long Term Disability .....	20
E.	Sick Leave .....	20
F.	Employee assistance program.....	21
G.	Safe working conditions .....	21
H.	Holidays .....	21
I.	Vacations .....	22
J.	Work on Higher Rated Jobs .....	23
K.	Work breaks.....	23
L.	Tools, vehicles and equipment.....	23
M.	Workers Compensation.....	24
N.	Dental Insurance .....	24
O.	Funeral Leave .....	24
P.	Part-time benefits.....	24
Q.	Pension.....	25
R.	Leave of Absence .....	25
S.	Derby Day .....	25
ARTICLE 19.	PERSONAL DAY.....	25
ARTICLE 20.	NEPOTISM.....	25
ARTICLE 21.	UNAUTHORIZED ACTIVITIES.....	26
ARTICLE 22.	MODIFIED DUTY/RETURN TO WORK (RTW).....	26
ARTICLE 23 .	ERODING THE BARGAINING UNIT AND SUBCONTRACTING .....	27
ARTICLE 24.	DRUG TESTING POLICY .....	27
ARTICLE 25.	ENTIRE AGREEMENT.....	34

ARTICLE 26. TERM OF AGREEMENT ..... 34

## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 29<sup>th</sup> day of July, 2014, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3425 (hereinafter referred to as "AFSCME") and has as its purpose to promote and maintain an excellent relationship between Metro Government and AFSCME.

## ARTICLE 1. SCOPE

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage employees of the Louisville Free Public Library (hereinafter referred to as "Library") for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" means non-probationary, non-supervisory, regular employees of the Library for whom AFSCME was recognized as the bargaining representative by LMCO §35.076. Nothing contained herein is intended to limit the rights of Members or intended to limit the right of Metro Government as provided by law. Now, therefore, the parties agree to be bound by the following terms and conditions.

Section 3. It is expressly intended that the duties, responsibilities and functions of the Metro Government in the operation of the Library shall in no manner be impaired, subordinated or negated by any provision of this Agreement.

## ARTICLE 2. SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement or which may be hereafter enacted. Nothing herein shall be construed to prohibit the Library Director from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Human Resources Director from adopting rules applicable to the Members not inconsistent with the express provisions of this Agreement. The Metro Government/Library will furnish AFSCME with an electronic copy of all rules and regulations.

## **ARTICLE 3. GENDER**

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

## **ARTICLE 4. PERSONNEL FILES**

Metro Government will comply with the Kentucky Open Records Act as it relates to Members' personnel files. A Member shall have the right to review the contents of his or her personnel file. AFSCME Representatives, with written permission from a Member, shall have the right to review the contents of the Member's personnel file. Reasonable requests to copy documents in the files shall be honored. Any charges shall be reasonable.

## **ARTICLE 5. UNION SECURITY**

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

Section 2. The check-off of regular AFSCME membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their AFSCME membership must notify the Metro Government and AFSCME expressly and individually, in writing by certified mail that such dues are not to be deducted. A fair share fee shall be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by AFSCME with appropriate advance notice given to the Metro Government and affected Members.

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

Section 4. AFSCME membership dues and fair share fees shall be transmitted to AFSCME by the tenth (10<sup>th</sup>) day of the succeeding month after such deductions are made. AFSCME 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. AFSCME shall notify the Metro Government of the cost of representation by AFSCME

and the date for the commencement of the fair share deduction at least thirty (30) days prior to the initial deduction.

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

Section 6. Metro Government agrees to provide AFSCME a comprehensive list of all Members distinguished by employee name, department, classification, seniority date, home address and current union deduction of either membership fees or fair share amount biannually on or before March 1<sup>st</sup> and September 1st of each year of this Agreement.

Section 7. Metro Government also agrees to provide new Library employees who are in the bargaining unit with the information about AFSCME supplied to it by AFSCME as a part of the employee's orientation package and to provide new employees with the names of the AFSCME stewards.

Section 8. No Member shall be discriminated against under this Agreement for membership in a labor organization.

Section 9. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the Member and may be revoked by the Member at any time by giving written notice to both Metro Government and AFSCME. Metro Government agrees to remit any deductions made pursuant to this provision after showing the name of each Member from whose pay such deductions have been made and the amount deducted during the periods covered by the remittance. The check would be sent to the American Federation of State, County and Municipal Employees (AFSCME) International office, at the following address:

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

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

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

Section 10. Metro Government and AFSCME shall share equally the cost of printing this Agreement, and any changes to contract during contract duration shall be supplied to AFSCME by Metro Government electronically.

Section 11. 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 12. Metro Government shall provide to AFSCME job descriptions of positions covered by this Agreement upon request. Metro Government shall notify AFSCME of changes to job descriptions of positions covered by this Agreement in writing within thirty (30) days. Metro Government shall notify AFSCME of its decision to establish any new classifications for positions covered by this Agreement.

Section 13. The Library and the Union will meet within one (1) month to review the classification specifications. If the parties cannot agree on the classification being included or not included in the bargaining unit, the question shall be submitted to the Executive Director of Louisville Labor/Management Committee for resolution.

Section 14. In the event Metro Government transfers the Library to another entity or merges the Library with another entity, Metro Government shall transfer or merge the Library subject to the terms and conditions of this Agreement.

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

### Section 1. Contract Negotiations

AFSCME may select not more than seven (7) Members to represent AFSCME in the negotiation of a collective bargaining agreement during working hours without loss in compensation. No overtime will be granted. No more than one (1) Member shall be from one (1) branch or department of the Main Library, with the exception that two (2) Members may be from the Main Library Reference Department. The names of such representatives of AFSCME shall be submitted to the Library Director. AFSCME may also be represented in negotiations by a non-employee union representative.

### Section 2. Stewards

a. AFSCME shall designate twelve (12) stewards for the bargaining unit representing Members. Each steward shall be elected from and serve within the following designated areas:

- i. one (1) steward from each geographic region of the branches, i.e., east (1), southeast (1), west (1), southwest (1);
- ii. main (2)
- iii. one (1) from business and personnel, collection services, physical facilities.
- iv. five (5) stewards at large

AFSCME may appoint one (1) alternate to substitute for all of the twelve (12) stewards when: 1) any steward is on a week or more vacation; or, (2) any steward is on sick leave or other leave, for more than a one (1) week period of time; or (3) to fill in for an absent steward in suspension or termination proceedings. In addition, AFSCME may

appoint a Chief Steward from among the twelve (12) stewards who would be permitted to substitute for the one (1) alternate steward at such time as the alternate steward is: 1) on one (1) week or more vacation; or, 2) on sick or other leave for more than a one (1) week period of time; or, 3) to fill in for an absent alternate steward in suspension or termination proceedings. AFSCME shall notify the Library Director or designee of any change in Members serving as stewards within five (5) days of such change.

Metro Government agrees to grant reasonable time with pay up to a maximum of two (2) hours per quarter for the stewards, union president and vice president to meet for the purpose of promoting issues related to Library/Union Member activities and issues.

b. Metro Government agrees to grant reasonable time off with pay for a maximum cumulative allotment of fifty (50) working days per year for stewards to attend official Union conferences, conventions or meetings. Two (2) weeks prior notice is required to request this leave, with the approval of the Library Director or designee. Such request for time off shall not be unreasonably withheld.

c. The duties of the stewards shall be limited to:

i. The investigation and/or presentation of grievances.

ii. The transmission of such messages and information which shall originate with, and are authorized by the AFSCME or its officers, provided that such messages and information have been reduced to writing or if not reduced to writing are of a routine nature and further, such messages and information do not involve work stoppages, slowdowns, refusal to handle work assigned, and/or any other interferences with the Library business.

iii. The administration of the Agreement.

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

d. During regular working hours, the steward shall be compensated at his regular scheduled rate of pay while performing the duties under this section, but shall not receive pay, overtime or otherwise, beyond the regularly scheduled work shift.

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

### Section 3. Union Access

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

In addition, Metro Government agrees that the Union shall be allowed to use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The electronic mail must be authorized by a Union President or his designee and copies of any material so electronically mailed shall likewise be furnished to the Library Director or his designee prior to distribution.

b. Access to work locations. Stewards and the AFSCME President shall be allowed access to work locations with supervisor approval at any reasonable time in order to represent Members. With reasonable notice to the Library Director and with the approval of the Library Director or his designee, a non-employee representative of AFSCME shall be allowed access to work locations not accessible to the general public.

Section 4. Unpaid leaves approved.

Upon the approval of the Library Director or designee and at the request of AFSCME, one (1) Member per unit who is elected or appointed to a full-time position with AFSCME may be granted leave without pay, not to exceed six (6) months), which approval shall not be unreasonably withheld. Any such Member granted leave shall be reinstated without loss of seniority to his former position within two (2) weeks written notice of the intent to return. No leave of absence granted under this section shall exceed the length of this Agreement.

Section 5. Notice of new hires.

The Library shall notify the AFSCME Representative within seven (7) days if any new or rehired employee is added to the payroll in a position covered by this Agreement, in writing or through electronic mail.

Section 6. Notice of policy changes

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

Section 7. Labor Management Committee

Library and AFSCME will meet no fewer than four (4) times a calendar year for the purpose of discussing issues important to both. This meeting shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change this Agreement. The issues that may be discussed include work place safety, job classifications, training needs, staffing concerns and other general issues.

## **ARTICLE 7. DISCIPLINE**

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. Suspensions and terminations must be reviewed by the Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense. Any disciplinary action taken for minor infractions shall be progressive. Metro Government shall have forty five (45) days from the date that Metro

Government's representative knew of a Member infraction to impose discipline for any infraction that may have occurred.

No previous records or charges against a Member may be considered except those brought within the immediate preceding one (1) year. Progressive action will only be advanced when the incident is of like nature.

If a final decision is made to impose discipline, the Member and Union shall be notified in writing within fourteen (14) calendar days unless a mutually agreed to extension is granted.

a. **COUNSELING:** In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. The Library may maintain a written record of such counseling.

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

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

d. **SUSPENSIONS:** The Library Director or designee may recommend that a Member be suspended without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to twenty (20) days during any twelve (12) consecutive months. The Member may grieve a suspension through the Grievance Procedure in this Agreement. Suspensions of more than twenty (20) days in a twelve (12) month period shall result in dismissal of the Member.

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

Section 2. A Member shall have the right to have one (1) AFSCME representative, either a steward or an officer, with him at any disciplinary meeting. If neither a steward, officer or non-Metro AFSCME representative is available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.

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

## **ARTICLE 8. GRIEVANCE PROCEDURE**

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

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Disciplinary actions but only as specified above as grievable
- (e) Any violation of this Agreement is grievable.

Section 2. A grievance may be initiated by AFSCME or an aggrieved Member. The Metro Government shall not retaliate or discriminate in any manner against any Member for initiating a grievance. A Member shall have the right to have an AFSCME staff representative, steward or an officer with him at any disciplinary or grievance proceeding.

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

- Step 1. Within seven (7) days of the aggrieved event, the Member and AFSCME shall meet with the Member's most immediate supervisor outside of the bargaining unit during the Member's regularly scheduled work period and attempt to resolve the grievance.
- Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within ten (10) days of the conference, request, in writing, a conference with the Library Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Library Director or designee within fourteen (14) days of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten (10) days of the conference. The Member's AFSCME representation at this step shall be limited to one (1) steward and/or employee-officer and one non-employee representative.
- Step 3. If after this conference, the grievance is still not resolved, within ten (10) days of receipt of the Library Director's or designee's written answer, the Member and AFSCME may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member's AFSCME representation at this

and all subsequent steps in this grievance procedure is limited to one (1) steward and/or employee-officer and two (2) non-employee representatives, inclusive of an attorney if used. Within thirty (30) days of receipt of the grievance, the Human Resources Director will make a determination and advise the Library Director or designee and the Member and AFSCME of the decision in writing.

Step 4. Mediation: If the Member and AFSCME are still aggrieved after the decision of the Director of Human Resources, the Member and AFSCME may request mediation by the Louisville Labor Management Committee within fourteen (14) days of the receipt of the Step 3 answer. The Committee shall endeavor to get both parties to reach an agreement solely by the mediation process. Should mediation fail to resolve the grievance at this step, either party may request a written advisory report from the Committee. The written advisory report shall be given to the party within fourteen (14) days of the request.

Step 5. Advisory Arbitration: If the grievance is not resolved within the fourteen (14) days from the receipt of the Step 3 answer, the Union may request arbitration. If the Union requests arbitration, a panel of seven (7) arbitrators shall be requested from Louisville Labor Management Committee, the Federal Mediation and Conciliation Service, or the American Arbitration Association ("AAA"). Upon receipt of notice listing the panel of seven (7) arbitrators, the Union and Metro Government shall strike the names alternately until one (1) name remains and said remaining name shall be the arbitrator. The Union shall strike a name from the panel first in even numbered years, and Metro Government will strike first in odd numbered years. The Union and Metro Government shall promptly request hearing dates from the arbitrator and select dates offered by the arbitrator within five (5) working days. (Working days for this purpose shall be defined as Monday through Friday.) The Arbitrator shall issue a written opinion within thirty (30) days of the conclusion of the hearing unless the parties agree otherwise. The fees and expenses of the Arbitrator shall be borne equally by Metro Government and the Union. The Arbitrator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. The Arbitrator shall consider only the specific issue or issues submitted to it and shall confine its decision to a determination of the facts and an interpretation and application of this Agreement.

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

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual

agreement of the parties, the Member or AFSCME may advance the grievance to the next step.

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

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

Section 7. A Member who is suspended or terminated may bypass Step 1 and initiate a grievance at Step 2.

## **ARTICLE 9. SENIORITY**

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

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

- (a) discharged for cause;
- (b) resigns voluntarily, or retires;
- (c) laid-off and not recalled within two (2) years of such layoff;
- (d) or fails to return to work by recall subsequent to a lay-off within five (5) days after having been notified to do so by certified mail to last known address.

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

Section 3. The Library shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every six (6) months.

Section 4. Members who are off at the time of posting the seniority roster shall, upon their return to work, have the right to grieve any objection to or correction of the seniority roster.

## **ARTICLE 10. FILLING VACANCIES AND PROMOTIONS**

When a vacancy is to be filled or a job is created in a position covered by this Agreement, the following procedures shall be followed:

1. The Director can choose to laterally transfer a Member to fill the vacancy.

2. It is agreed that the Library shall notify the Union within two (2) weeks of its intent not to fill a vacancy. Pending permanent job award, it is agreed that the Director shall have the right to fill a vacancy temporarily for up to ninety (90) days.

3. If the vacancy is not filled (by step 1), a notice of a vacancy to be filled shall be posted for five (5) working days in conspicuous locations appropriate for such notice in Library facilities. Both applications for lateral transfers and promotions will be accepted. Lateral transfers will be considered first. The Director shall have the right to determine the Member to fill any job vacancy (lateral transfer), but shall give due regard to the seniority of the applicants.

4. Should there be reorganization in the Library or should there be a closing of a branch or branches, the Director shall notify the Union, and the affected Members forty-five (45) days prior to the reorganization or closing, if the governmental process permits.

5. The Director shall give the Union, and the affected Member a minimum notification of forty-eight (48) hours prior to any permanent transfer.

6. In each instance in which job bidding occurs, the Metro Government shall furnish to the local Union President 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 once awarded.

7. The position will be awarded based upon the following criteria: seniority; attainment of required skills and experience; education; and documented employment factors relating to the Member's job history within the previous twelve (12) months.

8. In the situation where a job is posted per the terms of this Article, and a Member(s) requests a voluntary demotion to that job, the following shall apply: the procedure as outlined in the Article will be followed. No consideration will be given to requests for a voluntary demotion unless this procedure results in no lateral transfer or promotion being made. If no lateral transfer or promotion is made, the director shall have the right to determine the Member to fill any job vacancy (voluntary demotion), but shall give due regard to the seniority of the applicant.

9. Promotional probationary periods shall be thirty (30) days. Metro Government reserves the right, with notification for an additional thirty (30) day extension. Promotional employees who fail to complete probation shall be reinstated to their former position, if available, or to a position within their former classification, if their former position has been filled.

## **ARTICLE 11. TRANSFERS**

Transfers shall not be made for disciplinary or punitive reasons.

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

Section 1. If a reduction in the workforce is necessary, Metro Government shall notify the affected Members and AFSCME President as soon as practical.

Section 2. Members shall be laid off as follows: Any seasonal, temporary, probationary and part-time Members within the affected classifications shall be laid off first (part-time Members shall be laid off within the classification by seniority). Once all non-full-time employees in a classification have been laid off, full-time employees in that classification with the lowest seniority shall be laid off. However, Metro Government may allow Members in the appropriate classification who volunteer to resign, retire, be demoted or change to part-time to off-set layoffs.

Section 3. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in the same or lower wage classification. The Member must meet the posted qualifications of the position being taken. A Member exercising seniority upon lay-off or upon being transferred as a consequence of layoff to a lower paid position shall take the wage rate of the position being taken.

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

Section 5. Upon recall, former Members within a job classification who were laid off in accordance with this Article shall be offered recall in the reverse order in which they were laid off, provided, however, no more than two (2) years has elapsed since their layoff.

Section 6. AFSCME will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 7. AFSCME officers and stewards at the time of a layoff shall hold “super seniority” for purposes of the layoff only.

## ARTICLE 13. SALARY SCHEDULE AND LONGEVITY

### Section 1.

For Fiscal Years 2014 -2015, the base hourly rate of the Members shall be as follows:

Job Code	Grade	Job Title	<u>Years of Service in Classification</u>			
			Step 1 0-1 yr	Step 2 1-3 yrs	Step 3 3-6 yrs	Step 4 6+ yrs
015450		Account Clerk II - Library	13.93	14.61	15.34	16.13
026780		Computer Operator	17.78	18.64	19.55	20.53
026780		Computer Operator (Part-Time)	17.78			
065540		Custodian I (Part-Time)*	11.51			
057630		Graphic Artist	19.05	19.98	20.97	22.02
037330		Librarian	21.20	22.20	23.21	24.36
037510		Library Assistant	16.13	16.90	17.78	18.64
037510		Library Assistant (Part-Time)	16.13			

037750	Library Clerk	12.73	13.32	13.93	14.61
037720	Library Clerk - Tech. Svc.	12.73	13.32	13.93	14.61
037750	Library Clerk (Part-Time)	12.73			
034630	Library Courier	12.73	13.32	13.93	14.61
037810	Library Page (Full-Time)	10.48	11.00	11.55	12.14
037810	Library Page (Part-Time)	7.98			
037660	Library Technician	13.93	14.61	15.34	16.13
064630	Maintenance Mechanic - Library	19.95	20.96	21.95	23.03
062750	Maintenance Worker I	12.73	13.32	13.93	14.61
062690	Maintenance Worker II	14.15	14.83	15.57	16.32
062680	Maintenance Worker III	16.90	17.78	18.64	19.55
025870	Personnel Computer Analyst II	24.07	25.26	26.51	27.82
029720	Print & Audio Equip. Operator	17.69	18.57	19.50	20.49

Section 2. Members shall be placed on the pay grade of the salary schedule based upon the number of years the Member has served in their specific job classification. Regular full-time Members shall automatically progress through the steps of the salary schedule based upon time within the job classification, except for red-circled Members as defined in this Article. Red Circle is a term used to indicate a temporary freeze in the step increases of a Member whose current rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her step, then the Member shall resume receiving step increases. Part-time Members do not progress through the steps of the salary schedule.

Section 3. On July 1, 2015, the hourly base pay rates on wage schedule above shall be increased by two percent (2%).

On July 1, 2016, the hourly base pay rates on the wage schedule above shall be increased by two percent (2%).

On July 1, 2017, the hourly base pay rates on the wage schedule above shall be increased by two percent (2%).

On July 1, 2018, the hourly base pay rates on the wage schedule above shall be increased by two percent (2%).

Section 4. Longevity

For Fiscal Year 2014 -2015 and Fiscal Year 2015-2016 under this Agreement, regular full-time Members shall receive annual longevity in the following amounts:

<u>Years of Continuous Service</u> <u>With the Library</u>	<u>Annual Longevity Pay</u>
Less than 2 years	\$ 0.00

2 years and after, but less than 5 years	\$100.00
5 years and after, but less than 10 years	\$300.00
10 years and after, but less than 15 years	\$400.00
15 years and after	\$600.00

For Fiscal Year 2016-2017 and for subsequent years under this Agreement, regular full-time Members shall receive annual longevity in the following amounts:

<u>Years of Continuous Service</u> <u>With the Library</u>	<u>Annual Longevity Pay</u>
Less than 2 years	\$ 0.00
2 years and after, but less than 5 years	\$150.00
5 years and after, but less than 10 years	\$350.00
10 years and after, but less than 15 years	\$500.00
15 years and after	\$700.00

Upon ratification of this Collective Bargaining Agreement, Metro Government will include part-time continuous employment with the Library when determining the years of continuous service for Members who become eligible through full-time employment for longevity.

Longevity pay shall be calculated as of the first (1st) day of November each year and payable the first pay period in December of that respective year. Only those Members employed with the Library as of the first (1st) day of November and the first pay period in December of each year shall receive such pay. No part-time Member shall be eligible for such longevity pay.

Section 5. Full time and part time regular Members shall be paid, in addition to the hourly rates herein, twenty-five (\$.25) cents per hour for hours worked beyond 5:00 P.M. Flexible scheduling will continue in the Content Management Department on the same basis as currently exists. The shift differential shall not apply when using a flex schedule.

Section 6. No Member who is not employed by the Library on the effective date of this Agreement shall receive, nor be eligible or entitled to receive any benefit, economic or non-economic, of any kind or nature, granted under this Agreement.

## **ARTICLE 14. WORK WEEK AND OVERTIME**

Section 1. All regular full-time Members, including Members working the Bookmobile, shall work a forty (40) hour workweek consisting of five (5) workdays. All regular part-time Members work less than a forty-hour week at the discretion of Metro Government. Members shall have a regular starting time.

Section 2. Member shall be paid one and one half (1 1/2) times the Member's regular hourly rate for all hours worked in excess of forty (40) hours per week. Paid and unpaid leave shall not be counted as time worked for purposes of overtime. Any hours worked on Sunday will be paid at the rate of one and one half (1 1/2) times the Member's regular rate of pay.

Section 3. Without interrupting an uncompleted job in progress, overtime shall be offered on the basis of seniority to the most senior Member within a classification at the location in which overtime is needed. The Library will make a good faith effort to ensure that Saturday, Sunday and overtime work will be distributed on a rotational basis by qualification and seniority. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of doing the work will be required to work the overtime. Overtime premium pay shall not be pyramided.

Section 4. Members who are interested in overtime and call out work shall provide a working phone number to the Library Director or designee.

Section 5. Overtime earned shall be reported and paid in fifteen (15) minute increments. Members working seven (7) minutes or less of overtime shall receive no payment. Members working eight (8) or more minutes of overtime shall receive payment for fifteen (15) minutes of overtime.

## **ARTICLE 15. CALL OUT PAY**

Section 1. All hours worked on a call out, which occurs at a time outside of a Member's regularly scheduled hours of work, when a Member has left the work premises and is contacted at home, etc., shall be paid for at one and one-half (1 1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of three (3) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the three (3) hours minimum period.

Section 2. Both the Library and AFSCME agree that call-out pay will not be defined as that regularly scheduled overtime or unscheduled over-time. Regularly scheduled overtime will mean that overtime which is scheduled on a weekly basis beyond

the hours normally worked by the Member. Unscheduled overtime will be those hours which are worked by a Member beyond the regularly scheduled hours worked as requested by the Library and the Member is informed at work about the requirement about performing those specific hours of overtime either before or after the normally scheduled shift for which the respective Member had not been so informed at the beginning of the work week.

## **ARTICLE 16. PROBATIONARY EMPLOYEES**

Employees hired or rehired into positions covered by this Agreement shall be considered as probationary employees. The probationary period shall be for ninety (90) days. If Metro Government desires to extend the probationary period of an employee, such probationary period shall be extended for an additional ninety (90) days with written notification of the employee and AFSCME, citing the reason for the extension. Except as otherwise provided herein, the Louisville/Metro Government Personnel Policies shall govern probationary employment.

## **ARTICLE 17. PERSONNEL POLICY**

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies herein listed as are in effect at the time of entering into this Agreement shall apply to the Members, whether such provisions of the Metro Government's Personnel Policies are hereafter amended.

## **ARTICLE 18. CERTAIN FRINGE BENEFITS**

Except as otherwise provided herein, the provisions of Metro Government's Personnel Policies concerning benefits in place upon the approval of this Agreement, shall apply to the Members.

### **A. Life Insurance**

Metro Government shall provide to all full time Members life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00). The life insurance program where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

## **B. Pretax Premium And/Or Dependent Care Account**

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

## **C. Health Insurance**

Metro Government shall provide to all full-time Members health insurance pursuant to this paragraph. There shall be an annual enrollment period for election to join an available plan or switch coverage among the available plans. 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 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 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for non-union employees, the percentage contributions for Members shall decrease to the same level.

In order to comply with the Patient Protection and Affordable Care Act (PPACA) and applicable IRS regulations, Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with health care reform (PPACA) and IRS regulations.

## **D. Long Term Disability**

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

## **E. Sick Leave**

Sick leave with pay shall be granted to all full-time Members at the rate of one (1) regular workday per each month of service, and for all part-time Members at the rate of one (1) of their regular workdays (i.e., four hours) per each month of service. Sick leave accumulation shall be unlimited. Sick leave shall be granted to a Member when that Member is incapacitated from the performance of job duties as a result of sickness or injury or in the case of serious illness in the Member's immediate family which requires the presence of the Member. Immediate family of the Member will be the Member's children, spouse, parents, step parents and grandparents. Any sick leave in excess of two (2) consecutive days in the case of illness in the Member's immediate family shall require the specific approval of the head of the department or division of the department in which the Member works. The Member shall be required to notify his/her immediate supervisor or designee as close to the start of the Member's shift as possible, but no later than one (1) hour after the time set for beginning work.

Time off for sick leave shall not be computed as time worked for purposes of overtime.

Members may be granted unpaid sick leave days (not to exceed one (1) year) because of sickness or injury. To be eligible, a Member must have exhausted all sick

leave and vacation time and must have a statement from the primary treating physician certifying his/her sickness or injury and setting an approximate date of return. A Member on such unpaid sick leave shall not continue to accrue benefits during such leave.

If a Member abuses sick leave, the Member (after consultation by the Library with the Union and the Member) may be required to furnish medical proof of the necessity for such sick leave. Future sick leave taken and failure to furnish medical proof of the necessity of sick leave when requested may be grounds for progressive discipline action. If the Member's record improves, the Member shall be considered removed from the progressive discipline process. Metro Government reserves the right in all cases of illness or injury to require examination by a physician of its choice.

*Sick Leave Incentive Program.* Members are eligible to participate in the Sick Leave Incentive Plan.

Regular 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.

#### **F. Employee assistance program**

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

#### **G. Safe working conditions**

Metro Government will provide Members, insofar as possible, with safe and healthy working conditions. Metro Government shall comply with occupational safety and health standards promulgated by federal, state or local laws. Whenever a Member is late due to a weather related emergency declared by Metro Government, he/she may be allowed to make up the time missed within the pay period by choosing to use personal leave, to use vacation leave, or to work the equivalent amount of time. The request to exercise any of these options shall be subject to supervisory approval; however, such approval shall not be unreasonably withheld.

#### **H. Holidays**

Effective upon ratification of this Agreement by the Metro Council, Members are eligible to receive the following holidays with pay:

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

Christmas Eve  
Christmas Day

December 24  
December 25

Members also receive two (2) Floating Holidays off with appropriate pay during each calendar year. A floating holiday may be requested by any Member with one (1) day prior notice to the respective Member's supervisor or designee. It is within the sole discretion of the Member's supervisor or designee whether the respective Member's requested floating holiday may be granted. Such discretion by the Member's supervisor or designee shall not be unreasonably withheld. 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. The floating holidays must be used in the year in which they accrue.

Members shall be compensated for the above holidays at their regular hourly rate of pay times the number of hours worked per day as contained in Article 14. In order to receive holiday pay, the Member must not be absent without leave on the last scheduled work day preceding the holiday or the next scheduled work day following the holiday. The Member must either work or receive paid leave for one (1) or more of the five (5) working days immediately preceding the holiday and one (1) or more of the five (5) work days immediately following the holiday. If a holiday falls on the Sunday, the following Monday shall be recognized as the paid holiday.

If a Member actually works on a scheduled holiday, the Member shall be paid the number of hours in his/her standard work day, plus paid one and one-half (1 1/2) times the number of hours worked on the holiday.

If a holiday falls on the Member's day off, a Member shall have an additional day(s) off within the normal pay period in which the holiday occurs. Scheduling of any additional day off must be with supervisory approval.

## I. Vacations

Annual vacation leave with pay shall be granted to all full time Members in the manner outlined below. Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

Full years of Service	Annual <u>Accrual Rate</u>
0 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days

8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

A "day" under this section shall consist of the number of hours Members are required to work under Article 14. For the purpose of this section, all of a Member's service with the Metro Government/Library, whether continuous or not, shall be recognized in determining the number of years of service with the Metro Government/Library. Except as otherwise provided herein, each Member may take annual vacation in the year in which it is earned. Under no circumstances shall vacation accumulate to exceed sixty (60) workdays.

Upon separation from employment for any reason, a Member shall be paid for all accrued, unused vacation leave, not to exceed forty (40) workdays. Such payment will be made in one (1) payment in the final paycheck of the Member.

Any former Member compensated upon separation for accrued vacation may not be re-employed by the Library in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

All vacation leave shall not be computed as time worked for purposes of overtime.

**J. Work on Higher Rated Jobs**

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

**K. Work breaks**

Members shall be granted no less than one-half (1/2) hour but no more than one (1) hour unpaid lunch period. Members shall not be required to work during their lunch period except in the case of an emergency, as determined by the Library Director or designee. Members shall receive one (1) fifteen (15) minute paid break per half shift.

**L. Tools, vehicles and equipment**

Metro Government shall furnish and maintain in good condition tools and equipment as determined by Metro Government necessary to perform the job. Each Member is responsible for the return of such equipment or tools as per the directions of the supervisor. Metro Government shall train Members whom Metro Government designates in the safe use of equipment.

If a Member believes that a vehicle or other equipment is unsafe and does not meet the requirements of any federal, state, or local law, the Member shall report that fact

to the Member's immediate supervisor who shall then determine the status of the vehicle or equipment, and confirm such status in writing to the Member.

If the supervisor determines the vehicle or equipment meets the requirements of federal, state or local law, then the Member shall operate the vehicle or equipment. A Member may grieve the supervisor's determination.

### **M. Workers Compensation**

Members shall be covered by Workers Compensation.

### **N. Dental Insurance**

Metro Government shall provide Members the opportunity to purchase a dental insurance plan through a payroll deduction.

### **O. Funeral Leave**

To protect Members from losing pay for attending the funeral of a loved one, Members may be granted funeral leave with pay, as set out below, to attend the funeral of a member of the Member's immediate family. "Immediate family" shall be defined as the following:

- a. Parents
- b. Spouse
- c. Mother or father-in-law
- d. Step Parents
- e. Current or Former Legal Guardian
- f. Sister or brother
- g. Sister or brother-in-law
- h. Son-in-law
- i. Daughter-in-law
- j. Step-brothers or Step-sisters
- k. Grandparents
- l. Grandparents-in-law
- m. Children or stepchildren
- n. Grandchildren
- o. Aunts and Uncles
- p. Relative living in the Member's household

Full-time Members may be compensated for a period up to three (3) consecutive workdays, one of which must include the funeral, as actually needed to attend the funeral and part-time Members shall be granted up to eight (8) hours time off with pay for any scheduled work hours. The approval of the Library Director or designee is required. The number of days approved will be at the discretion of the Library Director or designee. Funeral leave will not extend beyond the day after the funeral. Members may be required to provide proof of need for Funeral Leave.

### **P. Part-time benefits**

A part-time, regularly-scheduled Member who works at least seventeen and one half (17 ½) hours during the workweek shall be granted vacation and holiday benefits on

a pro rata basis. Any part-time Member employed as of June 8, 2006 who works less than seventeen and one half (17 ½) hours per week shall accrue vacation and holiday benefits on a pro rata basis. Any part-time Member employed after June 8, 2006 who works less than seventeen and one half (17 ½) hours per week shall not accrue vacation and holiday benefits. All part-time Members shall be covered by Workers' Compensation and have access to the Employee Assistance Program.

#### **Q. Pension**

Metro Government has formally adopted an unused sick-leave program as a part of its participation in the Kentucky Retirement Systems. Members may participate in this program, as designed and administered by the Kentucky Retirement Systems.

#### **R. Leave of Absence**

The Library Director or designee may grant leaves of absence without pay to Members upon request.

#### **S. Derby Day**

The Library shall be closed on Derby Day. Members are entitled to work their regular number of regular weekly hours prior to Derby Day during Monday through Friday of Derby week.

### **ARTICLE 19. PERSONAL DAY**

All full-time Members shall receive one (1) personal day per fiscal year from July 1 to June 30. The personal day may be requested by any Member with one (1) day prior notice to the respective Member's supervisor or designee. It is within the sole discretion of the Member's supervisor or designee whether the respective Member's requested personal day may be granted. Such discretion by the Member's supervisor or designee shall not be unreasonably withheld. The personal day must be used in the year in which it has accrued. A personal day shall not be counted as time-worked. A personal day must be used in a minimum of fifteen (15) minute increments or multiples of fifteen (15) minutes. This day must be used for legitimate non-recurring tardiness, as per the determination of the Library Director or designee.

### **ARTICLE 20. NEPOTISM**

Metro Government does not prohibit employment of immediate family members (parents, spouse, and children) in the same department or administrative unit, provided that one (1) family member is not under the direct chain of command of another family member.

## **ARTICLE 21. UNAUTHORIZED ACTIVITIES**

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

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

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

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

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

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations

under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

A modified duty assignment may be offered for a period of up to ninety (90) calendar days. After ninety (90) calendar days there will be a review to consider extension of an additional ninety (90) calendar days, unless otherwise stated in the applicable Collective Bargaining Agreement. In all actions, Louisville Metro Government intends to honor its obligations under the Americans with Disabilities Act Amendments Act of 2008 (<http://www.ada.gov/publicat.htm#Anchor-14210>).

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

## **ARTICLE 23 . ERODING THE BARGAINING UNIT AND SUBCONTRACTING**

Section 1. Metro Government shall not employ or work seasonal, temporary, part-time or volunteer workers for the purpose of reducing or replacing Members covered by this Agreement. Provided, however, the parties to this Agreement recognize and acknowledge that the nature of the work of the Library requires the utilization of seasonal, temporary, part-time or volunteer workers on occasion and such use shall not violate this Article.

Section 2. Metro Government shall not subcontract for any work and services normally and historically performed by Members for the purpose of reducing or replacing the Members.

## **ARTICLE 24. DRUG TESTING POLICY**

### **1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses**

1.13(1) the following provisions apply to employees required to obtain a commercial driver's license (CDL); all other employees should refer to policy 1.15 Drug Free Workplace and Reasonable Suspicion Testing. The policy of Louisville Metro Government is to maintain a drug and alcohol free work environment and workforce. It is also the objective of this policy to meet the guidelines and procedures concerning the limitation on alcohol use or drug abuse by an employee required to obtain a commercial driver's license as provided by 49 CFR Parts 40, 382, et al and subsequent amendments.

All classifications requiring a CDL, and those employees so classified, are subject to the drug and alcohol policy and procedures.

For the purposes of this policy, incident will be defined as an accident or injury.

Also subject to the policy and procedures is an employee who obtains a CDL for purposes of working in a CDL classified position on a temporary, emergency basis or who, as a supervisor, must occasionally operate Metro Government equipment for training purposes or in an emergency situation.

1.13(2) Prohibited activity:

- (a) No CDL holder shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or greater.
- (b) No CDL holder shall be on duty or operate a motorized vehicle or equipment while he or she has alcohol in their possession.
- (c) No CDL holder shall use alcohol or be under the influence of alcohol, within four (4) hours of performing safety-sensitive functions.
- (d) No employee required to take a post incident alcohol test shall use alcohol for eight (8) hours following the incident or until he/she undergoes a post incident alcohol test, whichever occurs first.
- (e) No CDL holder shall refuse to submit to a post incident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test or a return to work alcohol or controlled substance test.

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

- (1) Refuses or fails to appear for the screening.
  - (2) Substitutes the specimen with that from another person.
  - (3) Sends an imposter.
  - (4) Alters the test specimen.
  - (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.
  - (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
  - (7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing
- (f) No CDL holder shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who advised the employee that the substance does not adversely affect the employee's ability to safely operate a motor vehicle or motorized equipment. An employee is required to inform the employer of any therapeutic drug use.
- (g) No CDL holder shall report for duty, remain on duty or perform his/her job if the employee tests positive for controlled substances.

1.13(3) a prospective employee for a position requiring a CDL must submit to a reemployment drug and alcohol test. A CDL holder will also be subject to additional testing:

1. Post incident (accident or injury) testing
2. Random testing
3. Reasonable suspicion testing
4. Return to duty testing
5. Follow-up testing

1.13(4) all drug and alcohol tests will be conducted as soon as possible without any prior notification to the employee. Except for return to duty testing, an employee shall be notified of required tests at the worksite at any time following report for duty. Alcohol testing shall be conducted immediately before, during or after the performance of safety sensitive functions.

1.13(5) Metro Government will follow drug-testing procedures as required at 49 CFR Parts 40, 382 et al and subsequent amendments.

1.13(6) The Federal Regulations require the following minimal steps be followed:

(1) Any employee who upon being alcohol tested has an alcohol concentration of 0.02 to 0.039 must be removed from his/her job duties for at least 24 hours.

(2) An employee who is alcohol tested and who has an alcohol concentration of 0.04 or greater must be immediately suspended without pay from his/her job and cannot return to job duties until the employee has been evaluated by a substance abuse professional and complied with any treatment recommendations intended to assist the employee with an alcohol problem.

(3) An employee whose controlled substances test results in a positive report must be removed from his/her job duties and cannot be returned to those duties until the employee has been evaluated by a substance abuse professional and complied with recommended rehabilitation and has a negative result on a return to duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will also be required.

Metro Government will follow the below listed disciplinary steps related to CDL alcohol testing;

### **Split Sample**

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

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

### **Consequences of a positive drug test**

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

Nothing in the law or in this policy prohibits Metro Government from exercising its independent management prerogative in applying appropriate discipline. Any employee who engages in behavior prohibited under this drug and alcohol policy shall be subject to discipline up to and including termination of employment.

### **Right of Representation**

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

---

## **1.15 Drug & Alcohol Free Workplace and Testing For Non CDL Holders**

1.15 (A) Louisville Metro Government is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and illegal drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

**Metro Government** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Offers all employees and their family member's assistance with alcohol and drug problems through the Employee Assistance Program (EAP) or the Louisville Metro Wellness Center.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Conscientious efforts to seek such help will not jeopardize an employee's job and will not be noted in any personnel record. An employee must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal statute for violations occurring on or off Metro Government premises while conducting Metro Government business. A report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by the Drug-Free workplace Act of 1988.)

The provisions contained within this policy apply to all employees of Louisville Metro Government.

Employees required to obtain and maintain a Commercial Driver's License are also subject to drug and alcohol testing requirements as provided by 49 CFR Parts 40, 382, et al and subsequent amendments and to Personnel Policy 1.13 Drug and Alcohol Policy Pertaining to Employees Holding Commercial Driver's Licenses.

### **1.15 (B) Types of Alcohol and Drug Testing**

#### **Reasonable Suspicion**

Employees may be asked to submit to drug and/or alcohol testing if reasonable suspicion exists to indicate that his/her health or ability to perform work may be impaired. Factors which could establish cause for reasonable suspicion testing include but are not limited to:

- Sudden changes in work performance.
- Repeated failure to follow instructions or operating procedures.
- Violation of safety policies.
- Discovery or presence of substances in an employee's possession or near the employee's workplace.
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance.
- Unexplained and/or frequent absenteeism.
- Personality changes or disorientation.

#### **Post-Incident**

An employee must submit to a drug and alcohol test after an on the job incident.

1. An incident for purposes of this policy is defined as an incident or injury in which:

- (a) A person dies or requires medical treatment or
- (b) Property damage is estimated by management at greater than \$500 or
- (c) A Metro Government vehicle is involved or

- (d) It involves an employee in a personal vehicle or equipment incident while on the job or
- (e) A citation is issued under local or State law for a moving traffic violation.

2. An employee who is involved in an incident must immediately report the incident to his or her supervisor/manager.

3. Whenever a supervisor/manager observes or is notified of an incident as defined in #1 above, the supervisor/manager will initiate drug and alcohol testing. The supervisor/manager will order the employee to submit to drug and alcohol tests. The supervisor/manager will arrange to transport the employee to the collection site and the employee will not operate any mode of transportation home.

Nothing in this policy should delay medical treatment for those who are injured. Testing for alcohol must take place no more than 8 hours from the incident. Testing for drugs must take place no more than 32 hours from the incident. If testing is not performed, the department director or designee must forward a signed written statement to the Director of Human Resources stating the reason that testing did not occur, no more than 48 hours after the incident unless unforeseeable circumstances prevent.

#### **Split Sample**

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

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

#### **Consequences of a positive drug test**

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

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

- (1) Refuses or fails to appear for the screening.
- (2) Substitutes the specimen with that from another person.
- (3) Sends an imposter.
- (4) Alters the test specimen.
- (5) Refuses to cooperate in the testing process in such a way that prevents completion of the test.

- (6) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing,
- (7) Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing.

### **Right of Representation**

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

### **Prohibited Behavior**

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

### **Confidentiality**

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

All drug-testing information will be maintained in separate confidential records.

### **Shared Responsibility**

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

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

In addition, employees are encouraged to:

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

It is the supervisor's responsibility to:

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

### **Communication**

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

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

## **ARTICLE 25. ENTIRE AGREEMENT**

Section 1. Metro Government and AFSCME shall not be bound by any requirement not specifically stated in this Agreement. This Agreement represents the complete agreement between 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 AFSCME.

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

## **ARTICLE 26. TERM OF AGREEMENT**

Section 1. This Agreement shall become effective upon its execution by the parties and the approval by the Metro Council and shall continue in its unmodified form upon expiration until negotiations are concluded or finally broken off or referred to mediation. The duration of this Agreement shall extend through June 30, 2019.

Section 2. The parties agree to commence bargaining on a subsequent Agreement no later than one hundred eighty (180) days before the expiration of this Agreement. If this Agreement expires before a subsequent Agreement is reached and the parties believe that a subsequent Agreement is close to being reached, the parties may agree to extend this Agreement.

Section 3. If the parties are unable to conclude negotiations, if negotiations are broken off or if impasse occurs, then within seven (7) days the parties agree to submit issues not in agreement to mediation by the Louisville Labor Management Committee, or the Federal Mediation and Conciliatory Services, as agreed to by the parties.

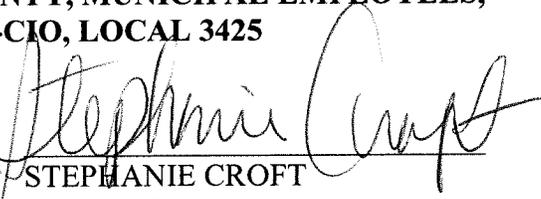
IN WITNESS WHEREOF, the parties have affixed their signatures this 29<sup>th</sup> day  
of July, 2014.

**LOUISVILLE/JEFFERSON  
COUNTY METRO GOVERNMENT**

BY:   
GREG FISCHER  
Mayor

Date: 7/29/14

**AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 3425**

BY:   
STEPHANIE CROFT  
President Local 3425

Date: 7/25/2014

BY:   
~~DAVID BAIRD~~ DAVID ROBERTSON  
Business Representative

Date: 7/25/14

**APOROVED AS TO FORM:**

  
MICHAEL O'CONNELL  
JEFFERSON COUNTY ATTORNEY