

ORDINANCE NO. 145, SERIES 2005

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (JULY 17, 2005 - JUNE 30, 2010) RELATING TO WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE TEAMSTERS LOCAL UNION 783, FOR AND ON BEHALF OF THE EMERGENCY MEDICAL SERVICES BARGAINING UNIT.

Sponsored By: Councilman Weston - Councilwoman Flood

WHEREAS, a Collective Bargaining Agreement has been reached between the Louisville/Jefferson County Metro Government and Teamsters Local Union 783, for and on behalf of the Emergency Medical Services Bargaining Unit.

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

SECTION I: That the Collective Bargaining Agreement (July 17, 2005 - June 30, 2010) reached between Louisville/Jefferson County Metro Government, and Teamsters Local Union 783, Emergency Medical Services 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 the Metro Government is ratified and approved. A copy of the Collective Bargaining Agreement (July 17, 2005 - June 30, 2010) is attached hereto and made a part hereof.

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

Kay P. Mussett  
Kathleen J. Herron  
Metro Council Clerk

Exp-Ten

Dr. Barbara E. Shanklin  
Dr. Barbara Shanklin  
President of the Council

Jerry E. Abramson  
Jerry E. Abramson  
Mayor

9-26-05  
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze  
Jefferson County Attorney



BY: Mitchell Z. Perry

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**LOUISVILLE/JEFFERSON COUNTY METRO  
GOVERNMENT**

**AND**

**TEAMSTERS LOCAL UNION 783  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS OF AMERICA**

**REPRESENTING**

**EMERGENCY MEDICAL SERVICES UNIT**

**JULY 17, 2005-JUNE 30, 2010**

## **PREAMBLE**

This is a Collective Bargaining Agreement by and between Louisville/Jefferson County Metro Government, (hereinafter the "Metro Government") and Teamsters Local Union 783, an affiliate of the International Brotherhood of Teamsters of America (hereinafter the "Union"), which represents employees of the Metro Emergency Medical Service who shall be covered by this Agreement.

## **ARTICLE 1**

### **SCOPE**

Section 1. This Agreement extends only to wages, hours, and terms and conditions of employment as contained herein and constitutes the entire agreement of the parties. This Agreement shall not extend to matters of inherent managerial policy, including, but not limited to, the right to manage and control employees of the Louisville/Jefferson County Metro Emergency Medical Service ("EMS") for all matters other than wages, hours and working conditions as contained in this Agreement.

Section 2. As used in this Agreement, "Members" shall include all employees of the Emergency Medical Service represented by Teamsters Local 783 pursuant to Metro Government Ordinance No. 169 Series 2004.

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

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

Section 5. The Union recognizes the Mayor, or such other person as the Mayor may designate, as the designated representative of the Metro Government for purposes of collective bargaining. The Metro Government recognizes the representative(s) of the Union as the designated representative(s) of the Union for purposes of collective bargaining.

## **ARTICLE 2**

### **SUBORDINATION**

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all Federal, state and local laws. Nothing herein shall be construed to prohibit the EMS Director from promulgating and adopting reasonable rules and regulations not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Director of Human Resources from adopting rules not inconsistent with the provisions of this Agreement relating to benefits and working conditions, qualifications, including classification, examination, appointment,

probation, promotion, demotion, transfer, suspension, removal and other disciplinary action.

### **ARTICLE 3 INTENT OF THE PARTIES**

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. The rights of Metro Government include the right to: determine the mission of its agencies, take disciplinary action, determine the methods, means and personnel by which its operations are to be conducted.

### **ARTICLE 4 UNION SECURITY**

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

Section 2. The check-off of regular Union membership dues and any initiation fees for new members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their membership must notify the Metro Government and Union expressly and individually, in writing by certified mail, within twenty (20) days following the effective date of this Agreement or twenty (20) days after employment that such dues are not to be deducted. The fair share fee may be deducted from a Member's wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected Members.

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

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

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

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

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

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

Section 8. Metro Government will not interfere with, nor discriminate in respect, to any term or condition of employment against any Member because of membership in, or legitimate activity on behalf of, the members of the Union.

## **ARTICLE 5**

### **UNION BUSINESS AND STEWARDS**

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

Union may select not more than ten (10) Members to represent the unit in the negotiation of a collective bargaining agreement during working hours without loss in compensation or personal time not to exceed the Member's regular duty day. The names of such representatives shall be submitted to the Director. Members shall be relieved from duty for a sufficient amount of time to prepare for and attend negotiation sessions. The Union shall furnish the names of the Members on the negotiating team to the Director.

Section 2. Metro Government recognizes the right of the Union to designate stewards to handle such business as may from time to time be designated to them by the Union.

(a.) The Union shall furnish in writing to the Metro Government the name of each Member selected as a steward. Until notified of a change in stewards in writing by the Union, the Metro Government shall continue to deal with the previously designated stewards. There shall be a total of ten (10) stewards, in addition to a Chief Steward and an assistant Chief Steward, to provide Union representation for Street operations personnel. Ancillary personnel shall have one (1) steward in addition to one (1) alternate steward and shall be represented by the same Chief Steward and Assistant Chief Steward as the street personnel. The parties agree to revisit this section at a later time pursuant to restructuring of EMS in the future.

(b.) The authority of stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

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

(ii) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information: 1) have been reduced to writing, or, 2) if not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Metro Government's business.

(c.) The Metro Government and the Union agree that the administration of this Agreement shall not disrupt the work of the Members in the performance of their work duties. The Metro Government agrees to allow stewards a reasonable time away from their regular duties to engage in union business. Should it become necessary for a steward to leave his/her workstation during his/her work hours for any purpose, the steward shall notify his/her supervisor. Prior approval to leave a workstation must be obtained by the steward from the immediate supervisor not in the bargaining unit. In the absence of a non-bargaining unit supervisor, the immediate supervisor shall have authority to grant permission. Such approval shall not be unreasonably withheld.

(d.) The Metro Government agrees to apply its standard for unpaid leaves of absence to a request by the chief steward, or other designated steward, to attend a labor convention, or serve in any capacity or for other official union business.

(e.) A steward of the Union designated to represent a Member shall be paid for time lost from work while conducting Union business, and during meetings and talks with representatives of the Metro Government scheduled in the processing of the grievance, or during arbitration proceedings.

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

### Section 3. Union Access

(A.) Bulletin boards. Metro Government agrees to provide Union designated space on one (1) lockable bulletin board per division upon which Union may post notice of meetings, announcements, or information of interest to its Members. Union further agrees that it will not post any material which would be derogatory to any individual, Metro Government, EMS, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements or information regarding internal campaign elections of Union. All notices of Union will consist of items in good grammar and taste and shall be signed by a Union representative. Copies of any material so posted shall be furnished to the Director or his designee.

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

(B) Access to work locations. With reasonable notice to the Department Director and with the approval of the Department Director a non-employee representative of Union shall be allowed access to work locations not accessible to the general public if the work location is a Metro Government facility.

### Section 4. Conferences

Special conferences for important issues between Union representatives and the Director of Emergency Medical Services will be arranged on a semiannual basis and as needed and mutually agreed upon by the parties. Such meetings shall be between not more than four (4) Department of Emergency Medical Services personnel and Union staff representatives and Metro Government Human Resources personnel. This meeting shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the collective bargaining agreement.

Arrangements for such special conference shall be made reasonably in advance and an agenda of the issues to be taken up at the meeting shall be presented at the time the conference is required. Members of the Emergency Medical Services Unit participating in the special conference shall not lose time or pay for time spent in such special conferences.

Section 5. Upon written request to the Human Resources Department, on a semi-annual basis, the Union will be provided with a list of names, titles and grades of unit Members in each institutional office.

Section 6. Metro Government agrees to provide an area of privacy for the steward and grievant when engaged in grievance handling.

Section 7. Notice of new hires.

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

Section 8. Rules and Regulations

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

Section 9. The Metro Government agrees to split the cost of printing sufficient copies of the Agreement for the members and further agrees:

- (a) the document will be printed by a Union printer.
- (b) the document will be distributed within thirty (30) days after the printing.

**ARTICLE 6  
PROBATIONARY PERIOD**

Section 1. The initial probationary period is defined as an on-the-job evaluation period of six months after certification, during which time an employee is required to demonstrate his/her fitness for employment. Provided, however, if a new employee is already certified, the initial probationary period is defined as an on-the-job evaluation period of six months.

Section 2. During the initial probationary period, employment shall be on a trial basis. During this period of time, the Metro Government may transfer, layoff or discharge said employee, as it deems necessary. Such transfer, layoff or discharge shall not be subject to the grievance procedure as set forth in this contract. Metro Government shall be allowed to extend the initial six-months probationary period for up to 90 days by mutual consent of the Union.

Section 3. At the termination of the employee's probationary period, he/she, if retained by the Metro Government, shall be placed on the regular seniority roster, and his/her seniority shall date from the most recent date of entry into a position within the unit.

**ARTICLE 7  
GRIEVANCE PROCEDURE**

Section 1. This grievance procedure is the exclusive remedy of the Union, Members, and Metro Government.

Section 2. A grievance is defined as any dispute involving the interpretation or application of a specific provision of this Agreement, or term or condition of employment. It is understood and agreed that the timeframes listed below apply equally to both the Metro Government and the Union.

Section 3. In the foregoing article, when the Department Director is referenced, this shall also pertain to a designee of the Director, when so appointed.

Section 4. Written grievances provided for herein must contain the following:

- (a) Signature(s) of the grievant(s);

- (b) Specific statement of allegation or violation;
- (c) Synopsis of the facts giving rise to the alleged violation;
- (d) Date of the alleged violation;
- (e) Specific relief or remedy requested.

Section 5. A Grievance Committee shall be established by the Department. The Committee shall consist, in part, of four (4) Members selected by vote of the bargaining unit, according to procedures determined by the Union. These members shall represent a balance between all shifts and divisions. Four (4) alternates shall be selected by the same method, and will act in the absence of another Committee member, as directed by the Chief Steward. Committee members shall be compensated for any time lost from work during the performance of grievance reviews. The Department Director shall also select four (4) Committee members from management personnel, and shall appoint Alternates as needed, to accommodate absences. The Chief Steward, or designee, and a member of command staff selected by the Director, shall serve as ex officio members of the Committee.

Section 6. There will be no loss of pay or benefits to a Member prior to, or during, the Grievance Committee's investigation and resolution of a situation giving rise to a grievance, except in the event of a major infraction that requires immediate job action be taken. Cause for such action is the result of behavior or conduct that places EMS or citizens at risk of harm.

Section 7. Grievances as herein defined shall be settled in the following manner:

Step 1 Within ten (10) calendar days from the date a Member knew or could reasonably have known of an alleged infraction giving rise to a grievance, the Member shall present a written grievance to the Department Director or designee, which may be submitted via interoffice mail or by electronic mail. The grievance shall be submitted to the Director by a Steward. The Director shall forward all grievances to the Grievance Committee for review within 14 days of receipt, for the Committee to review at its next regular meeting.

Step 2. The Grievance Committee shall meet monthly and shall hear grievances and impose progressive discipline relating to minor infractions, as set forth in Article 8, based upon the facts of the case. The Committee shall have five (5) days from receipt of the grievance in which to render a decision. Majority vote by the Committee is required in order to impose discipline. If consensus cannot be reached verbally, voting by secret ballot shall be ordered. The decision of the Committee is final and binding, relating to all minor infractions.

If the Committee determines the infraction rises to the level of a major infraction, as set forth in this Agreement, it may review the facts and, within five (5) calendar days, recommend disciplinary action to the Director. The recommended disciplinary action may be accepted and imposed by the Director. If the Director does not accept the recommendation, he/she shall meet with the

Union to review the situation and come to an acceptable resolution, as set forth in Step 3, below.

Members who were previously covered by Civil Service shall remain covered by Civil Service unless they choose to revoke their status. Any position vacated by a Member previously covered by Civil Service loses its Civil Service status. Members will retain their Civil Service status during job bid movements unless they choose to revoke said status.

- Step 3. In the event the parties do not reach resolution of the issue at Step 2, whether relating to the steps toward resolution of either a minor or a major infraction, the grievance shall be presented to the Director and the Union for an attempt at mutual resolution. If this does not occur within (10) days, the matter shall be submitted to a predetermined mediator for review and resolution. In the event an independent mediator is used, the Metro Government and the Union shall share the costs equally.

The mediator shall have the authority to meet with the grievant and representatives of the Metro Government and the Union, and to make procedural rules consistent with the terms of this Agreement. The mediator shall make every effort to come to an amicable resolution to the matter. If this attempt is unsuccessful, the mediator shall commence a formal hearing. A written decision shall be issued within a reasonable period of time but no later than 60 days after the hearing, setting forth the findings of fact and conclusions. The mediator shall be without power or authority to alter, amend, or modify any terms of this Agreement, or to offer any opinion, or make any decision that is contrary to, or a violation of, the terms of this Agreement. The decision of the mediator shall only become binding upon mutual acceptance by the Metro Government and the Union.

- Step 4. If the Union or Metro Government is not satisfied with the written decision of the mediator, an appeal may be presented to the Mayor, within seven (7) days of issuance of the decision.

Within ten (10) working days after receipt of the appeal, the Mayor or designee shall render a final written decision. This decision shall be binding with respect to contractual procedures under this Agreement only.

## **ARTICLE 8**

### **DISCIPLINE AND DISCHARGE: JUSTICE AND DIGNITY**

Section 1. (A.) Metro Government recognizes the standard of "just cause" as the disciplinary standard upon which all disciplinary action shall be taken. Progressive action will only be advanced when the incident is of a like nature.

(B.) When a non-criminal complaint alleging misconduct or rule violation is made against a Member within 20 days of the incident complained of, the complaint shall be in writing with the complainant identified by name and address and with a telephone

number so that the complainant can be contacted for any follow up. When a non-criminal complaint alleging misconduct or rule violation is made against a Member after 20 days of the incident complained of, the complaint shall be under oath in the form of an affidavit, signed, sworn to by the complainant and duly notarized. The Director shall have a complaint investigated in a reasonable amount of time. The Director shall not be required to investigate anonymous complaints. If the complaint alleges criminal activity on behalf of the Member, the claimant shall be referred to an appropriate law enforcement entity.

Section 2. Metro Government will follow the principle of progressive discipline with regard to minor offenses. Minor offenses subject to progressive disciplinary action shall include, but not be limited to the following:

- (a) sleeping on duty;
- (b) excessive tardiness;

Progressive discipline shall include the following steps:

- (a) written warning;
- (b) written reprimand
- (c) suspension;
  - 1st occurrence - 1 shift
  - 2nd occurrence - 24 hrs.
  - 3rd occurrence - 40 hrs.
  - 4th occurrence - 80 hrs.
- (d) termination.

Section 3. Any Member found by Metro Government to have violated a major offense may be disciplined accordingly up to and including termination for the first offense. Such major offenses shall not be subject to progressive discipline except as set forth in Article 7 "Grievance Procedure."

Major offenses shall include, but not be limited to the following:

- (a) theft;
- (b) intoxication or in possession of alcohol or drugs while on duty;
- (c) falsification of records or reports;
- (d) fighting or inciting a fight while on duty;
- (e) being insubordinate or refusing to comply with Supervisor's reasonable instruction;
- (f) failure to report on a one (1) day basis without good cause;
- (g) knowingly or intentionally disregarding medical protocol;
- (h) blatant disregard of valid medical orders;
- (i) negligent and/or intentional abuse of patients.

Section 4. One employee (1) and one (1) non-employee Union representative shall be present at a disciplinary action meeting regarding the suspension or termination of a Member with the Member and Metro Government personnel. If a final decision is made to impose discipline, the Member and the Union shall be notified in writing.

Disciplinary action shall be reasonable and commensurate with the offense. The imposition of any progressive discipline shall be conducted in a private manner.

Section 5. The non-probationary Member who is terminated or suspended may proceed at the Member's election to Step 1 of the Grievance Procedure. A Member terminated or suspended pursuant to a minor infraction shall continue to report to work until a review by the Department Director has been held. The review shall be held by the Department Director within five (5) working days after the suspension or termination. The Department Director shall either affirm or reverse the suspension or termination. If the suspension or termination is affirmed, the Member shall be suspended without pay until the grievance determination has been finally adjudicated.

Section 6. In the event the suspension or termination constitutes a major infraction, then the Member shall be suspended without pay prior to the review by the Department Director. The review by the Department Director shall be held within five (5) working days of the suspension and/or termination. The Department Director shall either affirm or reverse the suspension or termination. If the suspension or termination is affirmed, the Member shall be suspended or terminated without pay until the grievance has been finally determined.

Section 7. No previous record or charges against a Member may be considered except those brought within the immediate past twelve (12) months.

Section 8. A copy of the appropriate payroll change of record form applicable to each Member whose employment is terminated for any reason shall be furnished by the Metro Government to the Union within a reasonable period following such termination.

Section 9. A Member will receive a copy of disciplinary action issued against him at the same time it is filed. A Member may submit a written document refuting material in the Member's official personnel file for inclusion in the file. The document shall not contain any inflammatory or derogatory statements.

## **ARTICLE 9**

### **SENIORITY AND LOSS THEREOF**

Section 1. Seniority of a Member begins with the most recent date of employment with EMS, including either the former City of Louisville or the former Jefferson County governments, 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 EMS.

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

- a) is discharged for cause;
- b) resigns voluntarily and returns after one year;

- c) is laid-off for lack of work 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, the Member shall be considered a new employee for all purposes except that of rates of pay.

Section 3. If a Member leaves the bargaining unit but remains a Metro Government employee and then returns to the Unit within one year; or leaves the bargaining unit but remains with the Department, and then returns to the bargaining unit after any length of time, then that Member's Seniority date shall be reinstated at the level held prior to leaving the bargaining unit.

#### Section 4. Pay Rates Upon Demotion

The pay of a Member who has been demoted, voluntarily or involuntarily, shall be decreased to the higher of either:

- a. The same step in the new pay grade longevity schedule as in the old higher pay grade longevity schedule, or
- b. The same step in the new pay grade longevity schedule as the Member had at the time the Member left the lower classification, if the Member is being demoted to a classification held in the past.

For example, an EMT with 8 years of seniority who is promoted into a Paramedic position with 8 years of seniority, if demoted after two years, will return to an EMT step with 10 years of seniority or to the EMT step with 8 years of seniority, whichever is higher.

#### Section 5. Seniority Postings

Job Classification and Departmental Seniority Postings shall be maintained on a current basis and posted where they shall be available for inspection at all reasonable times by individual Members.

Copies of the seniority lists and each revision thereof shall be furnished by the Metro Government to the Union upon request.

#### Section 6. Dovetail Current Seniority

It is the intent of the parties that all Members covered by this Agreement shall receive credit for prior city or county unbroken service for purpose of seniority as defined above.

#### Section 7. Seniority for lateral hires

Upon completion of the probationary period by a lateral hire EMT or Paramedic who has worked in a pre-hospital service similar to the Department in run volume and size, the lateral hire Member shall be afforded Seniority commensurate with the Member's experience at the discretion of the Director for placement on the Pay Grade

Schedule only. Otherwise, the Member's Seniority after hire date shall determine priority on all other items.

**ARTICLE 10**  
**REDUCTION IN WORK FORCE**

Section 1. Metro Government shall determine the classifications to be reduced or eliminated when, due to lack of work or reorganization, it becomes necessary to layoff Members. The order of layoff shall be based on seniority within each classification to be reduced or eliminated.

Section 2. If there is no less senior Member in the same salary grade within the bargaining unit, the Member scheduled for layoff shall be demoted to a classification in the next lower salary grade within the bargaining unit if there is a less senior Member in that classification. In this event the less senior Member shall be scheduled for layoff.

Section 3. If there is no less senior Member in the next lower salary grade within the bargaining unit, the Member scheduled for layoff shall be demoted to replace the least senior Member in his/her bargaining unit provided the demoted Member has demonstrated a capability to perform the work of the less senior Member before bumping into such a classification.

Section 4. Except for seniority within a classification as used in Section 1, no Member within the bargaining unit may replace a more senior Member within the bargaining unit. It further being understood that a Member must have demonstrated a capability to perform the work of the less senior Member before bumping into such a classification.

Section 5. Recalls shall be by classification and shall be in the reverse order of the reduction or layoff (i.e., the first to be recalled shall be those last laid off or reduced) provided such Members have demonstrated a capability to do the work available.

Section 6. The Metro Government shall furnish the Union a list of names of Members laid off or recalled in each instance in which a layoff or recall occurs.

**ARTICLE 11**  
**PERSONNEL FILES**

Section 1. All official personnel records are the property of the Metro Government and shall be maintained by the Human Resources Department. Only one official file shall exist for each Member.

Section 2. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of Kentucky.

Section 3. Any Member, or any union representative or attorney with a written authorization from an Member, shall have the right to inspect the Member's files upon presenting the written request to the Department of Member Relations, during reasonable hours of operation. The Member may have copies made of his/her personnel

file with at cost reasonably related to the duplication and administrative expense relating to that request.

## **ARTICLE 12 MEDICAL REVIEW**

The Department will perform medical review in accordance with Metro EMS Standard Operating procedures. The Medical Director of EMS will oversee all such reviews and make his recommendations to the Director. The Metro EMS Standard Operating procedures shall include peer review that includes at least one EMT and one EMT-Paramedic, who shall be selected on a rotation basis.

The Department will notify Members 24 hours in advance, if possible, of any review sessions. Any documentation such as run sheets, advanced life support run forms or any other information pertinent to the session shall be available for review, if possible, during the session.

## **ARTICLE 13 WORK DAY AND WORK WEEK**

Section 1. For "street operations" Members, the workweek shall be Sunday 0000 through Saturday 2400 and the workday shall consist of no more than twelve (12) consecutive hours, if ready, willing and able to work. For ancillary Members, the workweek shall be Monday through Friday and the workday shall consist of at least eight (8) hours, if ready, willing and able to work. Members shall be allowed one-half (1/2) hour unpaid lunch break and two fifteen (15) minute paid breaks each workday.

Section 2. Members shall have regular starting and quitting times. The Metro Government will publish the list of times and furnish it to the Union.

If the department intends to make a shift change from the current 12-hour shift, it will notify the Union and a conference will be held with Union representatives prior to implementing the shift change. Members will be given at least ten (10) working days notice of the change.

Section 3. **OVERTIME PAY** - One and one-half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week. A Member who works part of a week and takes a paid leave, except sick leave, is to be compensated at a rate of one and one-half times his/her regular rate for all paid hours.

Section 4. With prior approval of the Director or designee, ancillary Members may be allowed to flex their time to offset such things as doctor appointments for a period of not more than four (4) hours in a standard workday. The time off must be completed in the same workweek.

## **ARTICLE 14 OVERTIME POLICIES AND PROCEDURES**

Section 1. Definitions.

**Projected overtime** is overtime known to Metro Government at least eleven (11) days prior to the posting of the next work schedule.

**Unscheduled overtime** is overtime known to Metro Government 10 days or less prior to the posting of the next work schedule.

**Holdover** is mandatory overtime at the end of a shift that is required to complete the daily operations following a loss of personnel, previously assigned to a given shift, due to sick leave, emergency vacation, injuries sustained in the line of duty, bereavement leave, unfilled voluntary overtime, or other unforeseen circumstances.

**Special Overtime Details** are requests for service, usually associated with an outside agency, with regard to a particular event or series of events.

Section 2. Other than on a scheduled off day, Members may be mandated to work any unscheduled overtime and any unfilled projected overtime, provided, however Members may be mandated to work Special Overtime Details on their scheduled off day. Mandatory overtime shall be assigned by Metro Government to the least senior Member who has worked the lowest number of mandatory shifts for the then most recently completed twelve month period. A Member, when assigned mandatory overtime, shall go on the payroll at the time he reports to his overtime assignment. Metro Government reserves the right to cancel any mandatory overtime assignment at any time. Management will award one mandatory overtime credit for every two voluntary overtime shifts worked. Mandatory overtime trades are to be handled by Members in a minimum of four (4) hour blocks, but only between two (2) Members. Mandatory overtime shall not be greater than 12-hours in length.

Section 3. At least ten days prior to the start of the next work schedule, Members may volunteer for projected overtime by submitting an overtime request form pursuant to a deadline established in the EMS Standard Operating Procedures. Projected overtime shall be awarded within a Job Classification based on seniority. No one will be allowed to "bump" another Member, regardless of seniority, unless the senior Member's overtime request form was submitted prior to the deadline. In the event the vacant position can be filled by a Member in another Job Classification and not compromise staffing, and the overtime request forms for the original Job Classification have been exhausted, the Member in the alternate Job Classification shall be awarded the projected overtime based on seniority. A Member shall not be awarded projected overtime if it conflicts with the Member's regular work schedule

Section 4. Metro Government may post any unscheduled overtime at any time. Members may volunteer for unscheduled overtime by submitting an overtime request form by the deadline established pursuant to EMS Standard Operating Procedures. Unscheduled overtime shall be awarded within Job Classification based on seniority. In the event the vacant position can be filled by a Member in another Job Classification and not compromise staffing, and the overtime request forms for the original Job Classification have been exhausted, the Member in the alternate Job Classification shall be awarded the unscheduled overtime based on seniority. A Member shall not be awarded unscheduled overtime if it conflicts with the Member's regular work schedule.

Section 5. Supervisors shall authorize a **holdover** for the "off-going" Paramedic or EMT who is working in the same division, and whose shift is ending at the same time as the beginning of the shift for the Member who will not be able to report to duty. The Member who has been issued the holdover may find another Member to work the holdover for him/her, without regard to seniority, if the Member is off-duty and willing to come in, or the Member is scheduled to work a later shift in the same Division. However, no Member will be eligible to work a holdover if it will cause the Member to be scheduled more than 16 hours in that day, or if it will create a gap in street coverage (for example, if there is a potential for a four-hour rolling holdover for all staff required that day due to an emergency situation, ESU call-out, etc.).

If a Member is secured for a holdover, and the overtime is unexpectedly canceled following the start of the shift, the Member shall have the option of going home immediately or remaining at work for four (4) hours. During the four (4) hour time, the Member will perform work as directed by the supervisor.

Section 6. Special Overtime Details are not automatically considered to be mandatory in nature. Whenever possible, the overtime will be posted for a minimum of five (5) days, and will include the date, time, location, and any special requirements for the detail. This overtime will be awarded by Job Classification to the most senior Member requesting to work the detail. When available, two alternates will be posted for each filled position. If a Member volunteers for an overtime shift that is in conflict with his/her regularly scheduled shift, the Member will not receive the overtime. If there are insufficient volunteers to cover the special overtime details, the overtime will become mandatory in nature. The overtime will be filled on a Classification for Classification basis. Mandatory overtime shall be assigned by Metro Government to the least senior Member who has worked the lowest number of mandatory shifts for the then most recently completed twelve-month period. The only acceptable excuses for refusing to work mandatory overtime on Special Overtime Details will be for approved leave usage (including sick leave, previously scheduled doctor/dental appointments, bereavement, military training or approved vacation). Other situations may be considered, but must be approved by the Director or designee.

## **ARTICLE 15 CALL OUT PAY**

All hours worked on a call out which occurs at a time outside of a Member's regularly scheduled hours of work shall be paid for at one and one-half (1 1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of four (4) hours for each call out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four (4) hours minimum period. Overtime in conjunction with the normal shift when scheduled in advance, or which extends the normal work shift shall not be considered as a call out.

## ARTICLE 16

### NON-PROMOTIONAL REASSIGNMENTS/LATERAL TRANSFER

Section 1. When a vacancy occurs or a position is created, notice will be posted monthly for a period of five (5) working days. The notice shall state briefly the classification, nature of assignment, and shift. During the period of posting, the position may be filled without regard to seniority. It is understood and agreed that Metro Government retains the nondiscriminatory right to fill or not fill any position within the department.

Section 2. In the event that Metro Government decides to fill a street operations position or vacancy, Members shall request reassignment on the appropriate form. Said position, if filled, shall be filled using the following criteria:

- (a) The position will be awarded to the Member who bids and has the longest seniority record provided that he has completed the appropriate available training program.
- (b) The number of Members with the required skills and training needed for a particular shift is maintained.

The position will be filled by the successful bidder as soon as practicable beginning with the new monthly rundown. If there will be a delay in filling the position, the Director or his/her designee will meet with the successful bidder and a union steward to discuss the delay.

Section 3. Members requesting a reassignment must complete all data requested on the form and file it with the department head.

Section 4. A copy of the reassignment list and the successful applicant will be provided to the Union's Chief Steward.

Section 5. The processing of a reassignment will remove the Member from the reassignment list. The Member will be notified in writing when the reassignment is awarded. The reassignment is considered complete when it is made on paper unless the Member has previously notified the department head in writing, that the request has been withdrawn.

## ARTICLE 17

### SHIFT TRADES

Section 1. Members may trade off days or shifts with the approval of the Director or designee, so long as each party is qualified to perform the duties of the other. Such approval shall not be unreasonably withheld. Members may make a self-trade as long as street coverage is sufficient, overtime is not created, and no more than one self-trade is allowed per day at the sole discretion of the Director. The Member must complete the approved shift trade and/or self-trade form and submit it directly to a supervisor in person or by fax or by electronic mail for approval 48 hours prior to the trade taking place, except in case of an emergency. The trade must be completed within a given workweek Sunday to Saturday. Any change of scheduled off days or shifts that

necessitate the utilization of overtime compensation will not be permitted. Once a trade is approved, it shall constitute the Members' regular tour of duty.

Section 2. The Member must complete the pre-shift trade form 10 days in advance except in case of an emergency and submit it for the approval of his supervisor for any trade of shift involving up to 30 days time or the length of one rundown period (short term trade). If in excess of 1 day, a Member is restricted to two (2) short term trades during any twelve (12) month period.

Section 3. A trade of shifts involving over 30 days time or greater than the length of one rundown period is considered a long term trade and must be posted for a period of 10 days and awarded by bid based on seniority. A long-term trade may not exceed a 6-month period. If long-term trade bids are not acceptable to the requesting party, he or she may withdraw the request. During the term of the long-term trade, either party may cancel the trade by giving at least 10 days notice to Director or designee. Participating Members are restricted to one (1) long-term trade during any twelve (12) month period.

Section 4. The parties agree that on or before July 1, 2006, they will reopen the discussion of the deadline for submitting shift trades from 48 hours to some other period; the issue of partial shift trades; and the issue of completing a trade within a week's period if legislation is passed on the state level to exempt EMS employees from the overtime restrictions.

## **ARTICLE 18 PRECEPTOR**

The Department Director shall designate Members as preceptors to train and evaluate E.M.T.s or paramedics. Preceptors may also be required to train and evaluate students who are completing their clinical requirements. Designated preceptors shall receive an additional \$2.00 per hour for each hour spent as preceptor, whether for E.M.T.s, paramedics, or students. It is understood and agreed that a Member has the right to refuse to be a part of the preceptor program.

## **ARTICLE 19 TRAINING**

Training and recertification mandated by Metro Government, State and Federal laws and required as a condition of continued employment shall be provided by the Metro Government at no cost to the Member. The Member shall not be asked to pay for such required training, but rather Metro Government shall provide or pay for all approved training.

The Metro Government will schedule training sessions, and Members shall be responsible for attending these training sessions in order to maintain certification and licensure.

Both the Member and the Department shall maintain a record of Members' required training and certifications/licensures.

Time spent on such training beyond forty (40) hours of the Member's regular work schedule shall be paid at the rate of time and one half (1-1/2).

## **ARTICLE 20**

### **SAFETY**

The Department will continue to comply with all statutes and regulations of the State and Federal Departments of the Occupational Safety and Health Administration.

The Metro Government will follow the recommendations for treatment and care of infected patients that have been issued by the Metro Government Department of Health; including, but not limited to, proper protective clothing for all Members who come in contact with the infected patients. Recognizing that this is a rapidly changing subject, the parties mutually agree to keep abreast of upgrading preventative protective measures as they develop, using the special conference provision of this Agreement.

Each Member will be issued while on duty a working portable radio, which includes an encoder with emergency alert button, when the portable radios become available under the MetroSafe Program.

Each Member will be offered HIV testing at their annual physical and Hepatitis screening consistent with Federal guidelines.

## **ARTICLE 21**

### **DRUG TESTING AND PROCEDURES**

There are compelling interests which demand that the Emergency Medical Service be drug free. The public has a right to expect that those they employ to protect and serve them are both physically and mentally prepared to assume their duties at all times, free from the serious impairments which result from the use of controlled substances and other forms of drug abuse. EMS Members on a daily basis are required to make split second decisions that impact the safety of the public and their fellow Members. The Department will utilize the procedures attached hereto as Addendum A to implement a drug testing program to detect prohibited drug use by its Members.

## **ARTICLE 22**

### **SALARY SCHEDULE**

Section 1. Salary Schedule for "Street Operations" Members

(a.) Beginning July 17, 2005, the wages for Members in the classifications of EMTs and Paramedics shall be governed by the salary schedule attached hereto as Appendix B. Members are placed on the pay grade of the salary schedule and shall automatically progress through the pay schedule based upon seniority, except for red-circled Members. 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 Pay Grade salary and longevity schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her step in the longevity system, that Member shall resume receiving step increases under the longevity system.

(b.) For Fiscal Year beginning July 1, 2006 and ending on June 30, 2007, and for each subsequent fiscal year covered by this Agreement, the first step of the salary

schedule attached hereto as Appendix B shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government in the then most recently concluding fiscal year computed within 90 days of the close of the fiscal year and \$.20 for equalization, or \$.50 whichever is greater, with succeeding steps increased by the current percentage separating each step; said amount shall be retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year. Provided, however, the last fiscal year of this Agreement, the first step of the salary schedule attached hereto as Appendix B shall be increased by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government in the then most recently concluding fiscal year computed within 90 days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year

**Section 2. Salary Schedule for Ancillary Members**

(a.) Beginning July 17, 2005, the wages for ancillary Members shall be governed by the salary schedule below. Members are placed on the pay grade of the salary schedule and shall automatically progress through the pay schedule based upon seniority, except for red-circled Members. 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 in the salary schedule, that Member shall resume receiving step increases.

Classification	0 - 3 yrs	4 - 6 yrs	7-10 yrs	10+ yrs
Storekeeper I	11.41	11.98	12.58	13.21
Acct. clerk typist/Accounting Clerk	13.70	14.38	15.10	15.85
Storekeeper II	13.61	14.29	15.00	15.75
Billing Clerk III	14.33	15.05	15.80	16.59
Training Specialist	15.54	16.32	17.13	17.99

(b.) The salary schedule shall increase on July 1, 2006 and for each subsequent fiscal year covered by this Agreement by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government in the then most recently concluding fiscal year, to be determined within 90 days of the close of the fiscal year and retroactively applied for July 1 of the respective fiscal year. If an Ancillary Member's rate of pay exceeds the hourly rate for their classification after the adjustment each fiscal year of this Agreement, their pay rate shall not be reduced or increased.

**ARTICLE 23  
CERTAIN BENEFITS**

**Section 1. BENEFIT ELIGIBILITY**

Full-time, regular Members and part-time regular Members who work at least a twenty-five hour week shall be granted all benefits outlined in this Agreement. Probationary full-time employees shall be granted holidays, group insurance, employee assistance program, sick leave, voting leave, jury duty leave, bereavement leave, workers'

compensation leave and military training leave. Part time, regularly scheduled Members who work at least seventeen and one-half (17 1/2) hours during the work week shall be granted all but group insurance benefits on a pro rata basis. All other types of Members not specifically referenced above shall be granted only workers' compensation benefits and shall have access to the employee assistance program.

**Section 2. LIFE INSURANCE**

Metro Government shall provide to all full time Members life insurance in the amount of coverage equal to one times the Member's annual salary up to Fifty Thousand \$50,000 dollars. Provided, however, if the life insurance offered by Metro Government to non-union employees shall decrease, the coverage for Members shall decrease to the same level. 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 born by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan

**Section 3. ANNUAL LEAVE "STREET OPERATIONS"**

a. *Holiday leave earned.* At the start of each calendar year, each full-time "street operations" Member on a 12-hour shift shall be credited with twenty-four (24) hours of leave in lieu of holidays. Thereafter, on the pay period preceding one of the eight recognized Metro Government holidays, each full-time "street operations" Member on a 12-hour shift shall be credited with twelve (12) hours of leave in lieu of the holiday. This leave shall be taken in the calendar year for which it is credited and shall not be carried forward. Provided, however, leave in lieu of holidays earned in the last quarter of the calendar year and not used shall be carried over into the next calendar year. This leave shall be combined with the leave accrual below and its use shall be selected and awarded pursuant to the procedures in subsection c. herein. Use of this leave shall be credited first in each calendar year since it cannot be carried forward to the next calendar year. Members shall be paid time and one-half for any hour worked during one of the eight recognized Metro Government holidays. (For the calendar year 2005, the Members shall be credited with only 12 hours of leave in lieu of holidays.)

b. *Vacation leave accrual.* Vacation leave with pay will be granted to all full-time "street operations" Members and will accrued on biweekly basis in accordance with the following schedule:

<b>Years of Service With Metro</b>	<b>Annual Accrual Rate</b>
1 year	80 hours
2 year	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours

7 years	128 hours
8 years	136 hours
9 years	144 hours
10 years	152 hours
11 years	160 hours
12 years	168 hours
13 years	176 hours
14 years	184 hours
15 years	192 hours
over 15 years	200 hours

Members may take vacation leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved by the Director prior to use. Member shall not accrue more than 480 hours of vacation credit at the completion of any given pay period. Provided, however, after the effective date of this Agreement, if a Member cannot take vacation leave because street coverage is insufficient and leave is not approved, then any hours above 480 hours of vacation credit at the completion of any given pay period shall be paid to the Member at the Member's regular hour rate.

Upon separation from Louisville Metro Government employment, a Member shall be paid for all accrued unused vacation leave, not to exceed 320 hours. Such payment will be made in one payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued leave may not be re-employed by the EMS in the same or another position until there has been a break in service. Annual leave time shall be computed as time worked.

c. *Primary Leave Selection.* Beginning on the second Monday in January, each eligible Member will be assigned a date and time to report to Metro EMS Headquarters to select his/her primary leave time. The leave time consists of all credited hours in lieu of holidays and vacation hours that will be accrued by the time of the leave. The date and time assigned will be based on seniority. The Member will be permitted to view the calendars posted for the Service and make his/her primary leave selection at the assigned time. Prior to selection, the Member will be advised how many leave hours are available for utilization. Primary leave periods will be awarded by seniority, and in writing, at the time of calendar selection. Selection of the primary leave period must be completed by Friday of the second week of January.

A Primary leave is defined as a single period, unbroken, not to exceed twenty-one calendar days or blocks of at least seven calendar days.

If a Member fails to report to Metro EMS Headquarters at the assigned time, the leave selection process will continue down the seniority list in order, unless the Member is physically unable to report at the assigned time because of extenuating circumstances. In that case, the Member must make phone contact with the Assistant Director of EMS, or designee, during the Member's assigned selection slot. The Member that fails to report or call during his/her assigned selection period will have the opportunity to select a primary leave when he/she reports to Metro EMS Headquarters. However, that Member

will not be allowed to bump any less senior Member from an already assigned primary leave period.

Any change in primary selection, once awarded, will only be made from such periods of time as may be available after all Members, regardless of seniority, have been awarded a primary leave period. This will be done on a first-come, first-served basis, and must be completed before the start of secondary leave selection. After secondary leave selection has begun, a Member will not be allowed to change, cancel or otherwise amend his/her primary leave period.

*Secondary leave periods.* Secondary leave periods will be selected and awarded in the same manner described above, beginning on Monday of the third week of January and completed by Friday of the third week of January.

Secondary leave is defined as a single period or combination of periods, based on seniority, beginning at ten (10) days or a combination of ten (10) leave days, increasing with seniority to fifteen (15) days or combination of days after ten years of seniority, then increasing to twenty (20) days or combination of days, after fifteen years of seniority.

*Individual leave days.* Beginning after six years of seniority, through eleven years of seniority, the Member will be eligible to choose an additional three (3) individual leave days. Beginning after eleven years of seniority, through sixteen years of seniority, the member will be eligible to choose an additional four (4) individual leave days. Beginning after fifteen years of seniority, the Member will be eligible to choose an additional five (5) individual annual leave days. Individual leave days will be requested 48 hours in advance except in cases of emergency. They will be awarded on a "first-come, first-served" basis so long as no mandatory overtime is created.

d. All leave time shall be computed as time worked.

e. A Member should schedule all leave days he/she wishes to receive during the annual leave selection period. Any leave not scheduled during the annual leave selection may be scheduled pursuant to the needs of the Department. Any leave request that falls outside of the annual scheduling period must be submitted to the Member's supervisor by the 15<sup>th</sup> of the month, prior to the month in which the leave days are requested. If there is a conflict between requests for leave days, then they will be awarded based upon seniority. No more than one person per shift will be granted individual days off per shift, but as staffing allows, others members will be offered individual days as well.

Members who have been awarded a leave on one shift, and voluntarily bid onto another shift will be given the opportunity to carry over their leave to the new shift with the following limitations:

- Members will be awarded any open days that are available on their new shift.
- Members will not be given the opportunity to bid on any days that were not originally awarded to them.

If a date or dates become "open" due to a Member changing shifts or employment status, an individual who had previously selected that period as a leave on a "not

guaranteed" basis, shall be notified as soon as practicable that his/her leave selection has been upgraded to "guaranteed" status. If no Members have selected the now open date(s) as part of a leave period, the open date(s) shall be made eligible for bid as an individual leave selection, as outlined in this Article.

The number Members allowed off for their primary, secondary and individual leave days shall be determined by the needs of the Department for sufficient street coverage.

If a Member voluntarily trades shifts with another Member, neither Member will be allowed to carry earlier-scheduled leave to the new shift.

A Member that is on probation during the annual leave selection period will be allowed to choose a secondary leave upon completion of his/her probationary period. The selection will not be allowed to decrease the street coverage of the Department, nor may the annual leave selection cause any more senior Member to have his/her leave reduced. Probationary employees who have earned leave in lieu of holidays in their first year of employment may carry forward unused credit into the subsequent calendar year. Providing that the Member has the time available, the Member will be given the opportunity to request any open days for the remainder of the current annual leave period. "Open" means that the maximum number of personnel per shift has not been awarded annual leave on that day.

Annual leave Selection	Annual leave Selection
Years of service	
1 - 5	21 consecutive days 10 secondary days 0 individual days
6 - 10	21 consecutive days 10 secondary days 3 individual days
11 - 15	21 consecutive days 15 secondary days 4 individual days
16 - higher	21 consecutive days 20 secondary days 5 individual days

Senior Members may waive the right to select at these times with the understanding that if they select at a later date, they may not "bump" less senior Members who have already selected.

In-service training will not interfere with, nor cause a regularly scheduled leave to be canceled, unless mutually agreed upon between the employer and the Member.

**Section 4. ANNUAL LEAVE AND HOLIDAYS FOR ANCILLARY MEMBERS**

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

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

Ancillary Members shall also receive two additional floating holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. An Ancillary Member is not paid for floating holidays upon termination of employment. Ancillary Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Ancillary Members hired between July 1 and October 31 will receive one floating holiday their first calendar year of employment. Ancillary Members hired after November 1 will not receive any floating holidays their first calendar year of employment. (For the remainder of calendar year 2005, the Members from the former City of Louisville Fire Department shall receive only one floating holiday.)

B. Annual leave with pay shall be granted to all full-time Ancillary Members and annual leave will accrue on a biweekly basis in accordance with the following schedule:

<b>Years of Service With Metro</b>	<b>Annual Accrual Rate</b>
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

Ancillary Members may take annual leave in the year in which it is earned, provided however, use of annual leave must be requested in advance by the Member and approved by the Director prior to use. Unless the Member has been refused approval for annual leave, the Director must approve any accumulation of annual leave beyond the year after that in which it is earned, which approval shall not be unreasonably withheld. Under no circumstances shall annual leave accumulate to exceed sixty (60) days.

Upon separation from employment, an Ancillary Member shall be paid for all accrued, unused annual leave, not to exceed forty (40) days. Such payment will be made in one (1) payment in the final paycheck of the Ancillary Member. Any former Ancillary Member compensated upon separation for accrued leave may not be re-employed by Metro Government in the same or another position until there has been a break in service equal to the amount of time of paid unused annual leave. Annual leave time shall be computed as time worked.

#### Section 5. **RETIREMENT PLAN**

Eligible Members shall participate in the Kentucky Retirement Systems Hazardous Duty Pension Plan as established by the Kentucky legislature. Ancillary Members shall participate in the County Employees Retirement Plan as established by the Kentucky legislature.

#### Section 6. **JURY DUTY AND WITNESS LEAVE**

Any Member who is required to report for jury duty or who is subpoenaed as a witness in any legal proceeding arising out of any act of employment with Metro Government, shall be compensated at the appropriate regular rate of pay for all time lost as a result thereof. In both instances, however, the Member upon their release by the Court shall return to the respective Member's job duties. It is the intention of the parties that no Member should request or receive leave with pay for either purpose for a period longer than that actually required. Time served on jury duty or as witness shall be computed as time worked.

#### Section 7 **MILITARY LEAVE**

(a) Members who are members of the National Guard or the Military Reserve or any of the Armed Services of the United States shall be granted a leave of absence, with pay, not to exceed fifteen (15) calendar days per contractual year to participate in annual training periods. The pay for such periods of training shall not exceed the normal pay of a Member for that period of time. Time off for military leave shall be computed as time worked.

(b) Members must provide written notice of the schedule of training to their supervisor at least thirty (30) days in advance when training will conflict with the regular work schedule of the Member.

(c) Members shall be allowed time off to participate in regular training sessions held periodically throughout the year. If the training schedule includes regular workdays of the Member, written notice of such training must be submitted to the supervisor at least one (1) week in advance. For such periodic training, the Member will

be allowed time off without pay unless the Member elects to use accrued annual leave or compensatory time.

**Section 8. RETURN FROM APPROVED LEAVE**

All Members returning from an approved leave of absence in excess of 90 days shall be precepted for a reasonable period of time, not to exceed 30 days. During this period, the preceptor shall update the Member on current policies and procedures, and evaluate his/her performance as an EMT, or Paramedic.

**Section 9. TUITION REIMBURSEMENT**

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to full time Members.

**Section 10. WORK ON HIGHER RATED JOBS**

In the event that a Member is directed by supervisory authority to work on a job with a higher rate of pay, then such Member shall receive the higher rate after the first hour of such assignment, and such higher rate shall be continued as long as the Member is so assigned.

**Section 11. RETURN TO THE BARGAINING UNIT**

If a Member has been promoted to a rank excluded from this bargaining unit, he/she may voluntarily return to his/her former classification within the bargaining unit during the first 12 months of such promotion. Thereafter, a return to the bargaining unit shall be at the department's sole discretion or as otherwise provided by Metro Government policy.

**Section 12. SICK LEAVE**

(a) Sick leave with pay shall be granted to all full time Members at the rate of one duty day for each full month of service. Members shall receive credit toward sick leave accrual for designated holidays, annual leave, military leave and other paid, authorized leaves.

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

(c) Sick leave with pay shall be granted to Members when they are incapacitated for the performance of their duties because of sickness or injury, or in case of serious illness in the Member's immediate family. The immediate family of the Member shall be regarded to include parents, wife, husband, children, grandchildren, parental grandparents or any other person living in the household of the Member. Such leave, if in excess of two (2) consecutive days, due to causes other than the Member's own incapacity, shall require the specific approval of the Director.

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

(e) To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee a minimum of two (2) hours before, if possible, the time set for beginning work.

(f) Sick leave abuse shall be defined as using sick leave for other than the purpose intended, that is, when the Member is incapacitated and unable to perform the

Member's duties because of sickness or injury, or in case of serious illness in the Member's immediate family. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including dismissal.

(g) *Sick Leave Incentive Plan.* Members will accrue one-half duty day of annual leave for each three (3) months without the use of any sick leave. An additional one duty day of annual leave will accrue for each 12 consecutive month period without the use of sick leave. Members are eligible to earn three duty days of annual leave per twelve (12) month period. Members may not accrue more than ten duty days of annual leave, nor will Members be paid for this accrual of annual leave upon termination of employment.

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

### Section 13. **FUNERAL LEAVE**

A Member covered by this agreement shall be given up to three (3) regularly scheduled work days off with full pay (three twelve-hour shifts if applicable) in case of death in the Member's immediate family. The immediate family includes:

- (a) the Member's wife, husband, children, parents, brother, sister, grandparents, grandchildren, aunts, uncles and
- (b) the parents, grandparents, brothers and sisters of the Member's spouse and;
- (c) any other person in the Member's household.

To receive paid funeral leave, an Member shall communicate with his immediate supervisor or department head or their authorized representative at minimum two (2) hours before, if possible, the time set for beginning work. Time off authorized for funeral leave shall be computed as time worked. Upon request, proof of death shall be furnished.

### Section 14. **HEALTH INSURANCE**

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute 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.

### Section 15. **DEFENSE AND INDEMNIFICATION**

Metro Government shall provide each Member acting within the scope of his/her employment indemnification from all judgments and liabilities, and further Metro Government will appoint legal counsel for said Member to be paid by Metro Government

with regard to any civil action pertaining to action within the scope of the Member's authority.

**Section 16. DEATH IN-LINE-OF-DUTY**

In the event a Member dies as a result of a service connected cause, Metro Government shall pay to the Member's designated beneficiary an amount, in addition to applicable pension benefits, equaling the difference between any Worker's Compensation income benefits and Social Security benefits due or received and the Member's annual salary in a lump sum payment. In addition, Metro Government shall pay to the designated beneficiary the sum of \$15,000.00 to defray the cost for funeral and burial expense or \$7,500.00 for funeral and burial expense and one year of health insurance COBRA payments, at the option of the beneficiary.

It is understood that the intention of this section is to compensate dependents in the event of death of a Member causally related to service as an EMS employee as distinguished from the normal hazards to which general members of the public are exposed. The Member shall designate beneficiaries to Metro Government and such designations may be changed or amended at any time by the Member.

**Section 17 WORKERS' COMPENSATION, INJURY-IN-LINE-OF-DUTY AND MODIFIED DUTY**

*A. Workers Compensation*

The Metro Government shall provide workers' compensation coverage for all Members covered by this Agreement.

*B. In-Line-Of-Duty Injuries*

It is the intent of Metro Government to provide medical and hospital care for EMS personnel for in-line-of-duty injuries and certain service connected disabilities. Metro Government agrees to pay medical and hospital expenses required for the treatment and rehabilitation of in-line-of-duty injuries and certain service connected disabilities sustained by EMS Members; provided, however that such payment is to be made only in excess of, or if not otherwise paid by, all applicable hospital, medical and worker's compensation insurance, or other remunerative process.

"In-line-of-duties" injuries shall be construed to mean those injuries sustained by Members when in performance of their duties. Service connected disabilities shall include, but not be limited to, Acquired Immune Deficiency Syndrome, tuberculosis, or hepatitis contracted on the job.

Any EMS Member injured in-line-of duty or sustaining a service connected disability as herein defined shall be paid at the Member's regular hourly rate for the first seven days he/she is required to miss work following the injury. If the Member is unable to work on the eighth day, then worker's compensation shall begin on the eighth day. The Member may elect to use accrued sick leave to supplement workers compensation benefits. If the Member is off for fifteen (15) calendar days, Metro Government shall refund to the Member the tax withholdings from the Member's pay for the first seven calendar days that would not have been withheld had the Member been paid workers compensation.

Metro Government shall determine whether a compensable in-line-of-duty injury or service-connected disability has occurred pursuant to this section.

If a Member is injured in the line of duty, his/her bid slot, i.e., regularly scheduled shift assignment, shall remain intact for a period of 12 months from the date of injury, or his/her return to work, whichever occurs first. Metro Government has the right to fill the Member's position after a six-month absence. When the Member's injury or disability is determined to be permanent, the Member shall, at the earliest time, apply for disability retirement, early retirement, normal retirement or, if applicable, accommodation under the Americans with Disabilities Act.

C. *Modified Duty*

A Member recovering from an illness, recuperating from an injury or surgery, or who otherwise has been medically restricted so that the Member cannot perform the entire functions of his/her job on a temporary basis, may report for modified duty. Modified duty will be available for no more than twelve months. Modified duty status permits a Member who is temporarily unable to return to full duty without restrictions, to return to duty with restrictions or limitations. A Member's physician shall certify to Metro Government in writing that the Member is able to return to work on modified duty status and outlining any and all restrictions placed on their return to work. Modified duty work will be assigned based on the limitations placed on the Member by the Member's doctor and the needs of the Department. During the period when a Member is assigned to modified duty, the Member's shift may be moved to serve the needs of the Department and available duties.

Section 18. **UNIFORM ISSUE/REPLACEMENT POLICY**

A. Initial issue of uniform shall include the items listed below. Metro Government has the right to amend the initial issue as needed to comply with appropriate federal, state and local laws and OSHA regulations. Metro Government shall supply any changes in uniforms at its cost. Metro Government may substitute, as appropriate, new uniform items that are better than those listed. However, such substitution must be with the concurrence of the Union.

Initial issue of uniform shall include:

- 5 shirts (choice of long or short sleeve, or any combination thereof)
- 5 pair of trousers
- 1 approved - multiple seasonal outerwear
- 1 pair of boots
- 1 clarino belt
- 1 raincoat
- 5 wicking T-Shirts

There are a number of accessory items such as watch cap, gloves and scarves that are approved for wear but are not provided by the Metro Government. Only authorized accessory items may be worn. Safety items, such as fire helmets and eye protection, will be provided on each truck for use by Members.

Members will have a choice of three different styles of boots from which their pair may be chosen. At the completion of probation subject to available funds, Members shall be issued one dress uniform consisting of one shirt and one pair of trousers and

appropriate insignia. An initial issue of dress uniforms to current Members shall be made subject to available funding and after a decision is made on the design of EMS uniforms.

Ancillary personnel required to wear uniforms shall be provided an initial issue as determined by the Director.

B. The Metro Government shall replace or repair any issued article ruined or destroyed. Shift supervisors shall inspect uniforms and equipment, such as jump kits, on a routine basis. If the Member or the shift supervisor determines at any time that a uniform item or a piece of equipment is damaged or has become worn or unusable the shift supervisor or Member shall bring the damaged article to the storekeeper for replacement.

After the cost of replacing uniforms or equipment for a Member, initiated solely by the Member, exceeds one hundred and fifty dollars (\$150) in a fiscal year, the Member must submit a letter or explanation regarding how the damage occurred. The item to be replaced will be inspected by the Inventory Control Specialist or other individual designated by the Director and a determination made as to replacement or repair.

C. Progressive discipline will be issued for negligent loss or damage of uniform or jump kit items.

D. Beginning July 1, 2007, each Member required to wear a uniform shall receive an annual clothing allowance of two hundred and fifty (\$250.00) dollars per year, paid in a one-time payment the first pay period after September 1. This clothing allowance will increase to three hundred (\$300.00) dollars on July 1, 2008, and to three hundred and fifty (\$350.00) on July 1, 2009.

#### Section 19. **REIMBURSEMENT FOR PERSONAL AUTO USE**

Should a Member be required by a supervisor to use a personal vehicle to conduct Metro Government business, the Member shall be reimbursed mileage at 30 cents per mile. Mileage is paid based on beginning and ending odometer readings. Metro Government business shall not include transportation to and from work.

#### Section 20. **JOB DUTIES AT OTHER FACILITIES**

The Director of EMS in arranging for the use of facilities not under the direct control of EMS, such as metro Government fire houses or police stations, or Fire Protection District buildings, shall ensure that such arrangements respect the Members' ability to have reasonable access to the facilities, ensures that the Members report to and are directed solely by EMS supervisors and ensures that EMS personnel are not required to perform routine maintenance on fire equipment. The Director shall provide the Union with copies of any and all agreements entered into for such arrangements.

### **ARTICLE 25 ENTIRE AGREEMENT**

Section 1. The Metro Government and the Union shall not be bound by any requirement that is not specifically stated in this Agreement. The Metro Government and

the Union are not bound by any past practices or understandings of the Metro Government, or the Union, unless recognized by this Agreement.

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

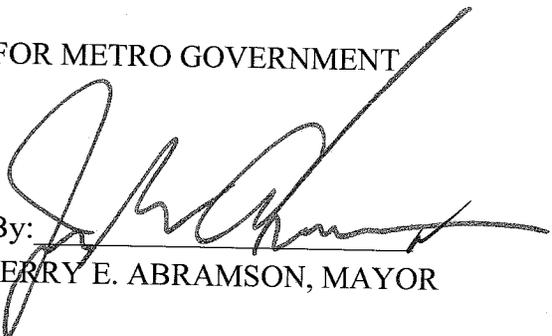
**ARTICLE 26**  
**TERM OF AGREEMENT**

This Agreement shall become effective upon its execution by the parties. The duration of this Agreement shall extend from July 17, 2005 until June 30, 2010. The parties agree to commence bargaining on a subsequent Agreement no later than 90 days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 1<sup>st</sup> day of September, 2005.

FOR METRO GOVERNMENT

FOR TEAMSTERS LOCAL 783

By:   
JERRY E. ABRAMSON, MAYOR

By:   
WILLIAM D. NORRIS  
BUSINESS REPRESENTATIVE

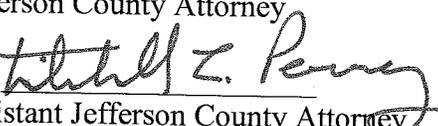
Date: 9-1-05

Date: 9-1-05

Approved as to form and legality:

Irv Maze

Jefferson County Attorney

By:   
Assistant Jefferson County Attorney

Date: 9.2.05

## APPENDIX A - DRUG TESTING

Section 1. The Director of EMS or his immediate staff consisting of individuals holding the rank of Assistant Director or above, shall have the authority to direct any member to submit to a drug test. If it is determined that a drug test is required, it shall be administered under the following conditions:

### Random Testing

- (a) Every member will be required as a condition of continued employment to submit to an unannounced random drug test. During a twelve-month period, no member will be required to submit to more than two (2) random drug tests.
- (b) Testing under this provision shall be conducted on a random basis, by lot, and this procedure will not be used in order to effectuate a test on any particular or individual member;

### Reasonable Suspicion

Members will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use whenever reasonable suspicion exists as to that member's use of prohibited drugs. A reasonable suspicion is an articulable belief that a member is using or is under the influence of illegal drugs, drawn from specific and particularized facts and reasonable inference from those facts, including:

- (a) Observable phenomena such as direct observation of drug use and/or the physical symptoms of being under the influence of a drug;
- (b) A pattern of abnormal conduct or erratic behavior;
- (c) Arrest or conviction for a drug related offense or the identification of a Member as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- (d) Information provided either by reliable and credible sources or independently corroborated; or
- (e) Newly discovered evidence that the Member has tampered with a previous drug test.

### Individualized Suspicion

Reasonable suspicion that a member is illegally using a prohibited substance.

### Section 2. REASONABLE SUSPICION ESTABLISHED

If reasonable suspicion is established that a member is in violation of this policy, the Member shall be relieved of duty and he shall not be allowed to engage in any departmental activities. The suspension shall remain in effect until a final determination of policy compliance has been made.

All departmentally owned property, including but not limited to vehicles, lockers, desks, file cabinets and offices, and any personally owned containers found therein, are subject to inspection. The person of any member is subject to search based upon reasonable suspicion that they are in possession of any controlled substance or other contraband.

### Section 3. NOTIFICATION FOR TESTING

Testing based upon reasonable suspicion shall be done as soon as possible without any prior notification to the member.

A member selected for random testing is to be tested as soon as practicable, but no later than ten (10) days from the time of selection.

- (a.) The member will be notified by his supervisor of the time and place for drug testing on the day testing is to occur. No prior notice shall be given.
- (b.) Whenever possible, this test shall be given while the member is on duty. If a member is off duty and required to submit to random drug testing, they will be compensated for the time involved.

### Section 4. DRUG TESTING PROCEDURES

- (a.) When submitting to urinalysis, a member shall be asked and shall be under a duty to provide a list of any and all prescription or over-the-counter medication taken by the member within thirty (30) days of the sample. A notation of this fact shall be retained and forwarded to every testing facility being utilized.
- (b.) The member may be required to submit to a pat down search.
- (c.) The member will be kept under observation throughout the testing process to ensure the integrity of the test. However, collection personnel will not be in direct observation of the act of urination, except as provided in (d) below.
- (d.) Direct observation of the collection of the specimen will be allowed only when there are reasonable grounds to believe the member will attempt to adulterate the sample. Reasonable grounds will exist when there is evidence that the member has tampered with the specimen obtained in a previous test, or the member is discovered to have on his person or in his possession items/substances that could be used to adulterate the sample.
- (e.) Collection site personnel shall always attempt to have the container or specimen bottle in sight before and after the member has urinated. Containers shall be tightly capped, properly sealed, and properly labeled. A chain of custody form sufficient to maintain the specimen's integrity and acceptable to testing labs shall be utilized for maintaining control and accountability from point of collection to final disposition of specimen. Appropriate chain of custody requirements will be maintained, and every effort will be made to minimize the number of persons handling the specimen.
- (f.) At the time the urine sample is given the member may request that a split-sample be made. The split-sample will be retained by the testing laboratory. Upon request, the split-sample will be forwarded to an approved independent laboratory testing at the member's expense.
- (g.) All samples confirmed positive shall be retained and placed in properly secured long-term storage for at least 365 days or longer if requested by the member or the Department.

### Section 5. TESTING METHODOLOGY

The urinalysis of a member who is required to submit thereto shall be performed by a testing laboratory, duly accredited by the United States Department of Health and Human Services (HHS). The independent laboratory tests of the split-sample, if

requested by the member shall also be performed by a testing laboratory, duly accredited by the United States Department of Health and Human Services (HHS). All urinalysis shall be performed only by trained, qualified and certified lab technicians.

The initial test to be utilized for the drug screen shall be an immunoassay test. All specimens identified as positive on the initial test shall be confirmed by the GS/MS, Gas Chromatography and Mass Spectrometer.

The drug screening test shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates. A detectable concentration of any controlled substance shall be considered a positive test result.

Confirmation of any detectable concentration of any controlled substance shall be a positive result and the member shall be subject to appropriate administrative action.

Test results shall be provided to both the department and the member.

#### Section 6. PROHIBITED ACTIVITY

The following rules apply to all members while on or off duty:

- (a) No member shall use or possess any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes, in any manner violative of any federal or state law or departmental rule.
- (b) No member shall ingest any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes, unless as prescribed by a licensed medical practitioner and shall be in compliance with departmental rules concerning same.
- (c) Any member who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor, or if off duty to an on duty supervisor, so that appropriate medical steps may be taken to ensure the member's health and safety.

Any member who refuses an order to submit to a drug test pursuant to this procedure is subject to dismissal. Additionally, such refusal shall be considered as the equivalent of a "positive" test result.

#### Section 7. LABORATORIES

The Department and the Union agree to maintain a listing of mutually agreed upon laboratories to be utilized by the Department and by any Member covered by this Agreement, suitable for performing the testing procedures set forth in this Article. Any test results produced by a laboratory other than one designated on such list, shall be deemed invalid for use in any judicial or administrative proceedings, as a matter of law. The lab reports of any laboratory listed by the Department and Union, shall be deemed admissible evidence by either party, or any judicial or administrative proceeding involving the subject Member, and shall be deemed to create a rebuttable presumption as to the accuracy of the testing procedures, and results set forth therein if said results are certified by the tester to be a true and accurate copy of the results as maintained by the laboratory.

**ADDENDUM B - PAY SCALES**

**Metro EMS July 17, 2005-June 30, 2006**

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr	19 yr
<b>7/1/2005 - 6/30/2006</b>														
EMT	Step %	3.42%	3.48%	3.54%	3.50%	3.53%	3.41%	3.52%	3.54%	3.49%	3.51%	3.51%	3.46%	21.96%
Annual/2080 hrs		11.60	12.00	12.41	12.85	13.30	13.77	14.24	14.74	15.27	15.80	16.35	16.93	17.51
26 Pay Date		24,128.00	24,960.00	25,812.80	26,728.00	27,664.00	28,641.60	29,619.20	30,659.20	31,761.60	32,864.00	34,008.00	35,214.40	36,420.80
red circled		12.88			1028.00	1064.00	1101.60	1139.20	1179.20	1221.60	1264.00	1308.00	1354.40	1400.80
					13.77							17.04	17.05	
<b>7/1/2005 - 6/30/2006</b>														
Paramedic	Step %	3.56%	3.44%	3.53%	3.47%	3.48%	3.49%	3.55%	3.54%	3.53%	3.46%	3.60%	3.43%	22.01%
Annual/2080 hrs		14.26	14.77	15.28	15.81	16.36	16.93	17.52	18.15	18.79	19.45	20.12	20.85	21.56
26 Pay Dates		29,660.80	30,721.60	31,782.40	32,884.80	34,028.80	35,214.40	36,441.60	37,752.00	39,083.20	40,456.00	41,849.60	43,368.00	44,844.80
red circled		1,140.80	1,181.60	1,222.40	1,264.80	1,308.80	1,354.40	1,401.60	1,452.00	1,503.20	1,556.00	1,609.60	1,668.00	1,724.80
							18.96	19.42	19.48	19.83	19.84			

Metro EMS Tentative 7/1/2006 - 6/30/2007 Formula + \$.20 or \$.50 whichever is higher on July 1 and \$.50 on 1/1/2007 at 3 yr. step

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr	19 yr
<b>7/1/2006 - 12/31/2006</b>														
EMT		3.42%	3.48%	3.54%	3.50%	3.53%	3.41%	3.52%	3.54%	3.49%	3.51%	3.51%	3.46%	21.96%
Annual/2080 hrs	12.10	12.51	12.95	13.41	13.88	14.37	14.86	15.38	15.92	16.48	17.06	17.66	18.27	22.28
26 Pay Date	25,168.00	26,020.80	26,936.00	27,892.80	28,870.40	29,889.60	30,908.80	31,990.40	33,113.60	34,278.40	35,484.80	36,732.80	38,001.60	46,342.40
	968.00	1,000.80	1,036.00	1,072.80	1,110.40	1,149.60	1,188.80	1,230.40	1,273.60	1,318.40	1,364.80	1,412.80	1,461.60	1,782.40
	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr	19 yr
<b>7/1/2006 - 1/1/2007</b>														
Paramedic		3.56%	3.44%	3.53%	3.47%	3.48%	3.49%	3.55%	3.54%	3.53%	3.46%	3.60%	3.43%	22.01%
Annual/2080 hrs	14.76	15.29	15.81	16.37	16.94	17.53	18.14	18.78	19.45	20.13	20.83	21.58	22.32	27.23
26 Pay Dates	30,700.80	31,803.20	32,884.80	34,049.60	35,235.20	36,462.40	37,731.20	39,062.40	40,456.00	41,870.40	43,326.40	44,886.40	46,425.60	56,638.40
	1,180.80	1,223.20	1,264.80	1,309.60	1,355.20	1,402.40	1,451.20	1,502.40	1,556.00	1,610.40	1,666.40	1,726.40	1,785.60	2,178.40
	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr	19 yr

1/1/2007 - 6/30/2007

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
<b>BUMP UP</b>													
<b>JANUARY 1ST</b>													
EMT		3.42%	3.48%	3.54%	3.50%	3.41%	3.52%	3.54%	3.49%	3.51%	3.51%	3.46%	21.96%
Annual/2080 hrs	12.10	12.51	12.95	13.41	13.88	14.86	15.38	15.92	16.48	17.06	17.66	18.27	22.28
26 Pay Date	25,168.00	26,020.80	26,936.00	27,892.80	28,870.40	30,908.80	31,990.40	33,113.60	34,278.40	35,484.80	36,732.80	38,001.60	46,342.40
	968.00	1,000.80	1,036.00	1,072.80	1,110.40	1,188.80	1,230.40	1,273.60	1,318.40	1,364.80	1,412.80	1,461.60	1,782.40
	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
<b>BUMP UP</b>													
<b>JANUARY 1ST</b>													
Paramedic		3.56%	3.44%	3.53%	3.47%	3.49%	3.55%	3.54%	3.53%	3.46%	3.60%	3.43%	22.01%
Annual/2080 hrs	14.76	15.29	15.81	16.37	16.94	18.14	18.78	19.45	20.13	20.83	21.58	22.32	27.23
26 Pay Dates	30,700.80	31,803.20	32,884.80	34,049.60	35,235.20	37,731.20	39,062.40	40,456.00	41,870.40	43,326.40	44,886.40	46,425.60	56,638.40
	1,180.80	1,223.20	1,264.80	1,309.60	1,355.20	1,451.20	1,502.40	1,556.00	1,610.40	1,666.40	1,726.40	1,785.60	2,178.40

Metro EMS Tentative 7/1/2007 - 6/30/2008 Formula + \$.20 or \$.50 whichever is higher

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
<b>7/1/2007 - 6/30/2008</b>													
Step %		3.42%	3.48%	3.54%	3.50%	6.94%	3.52%	3.54%	3.49%	3.51%	3.51%	3.46%	0.00%
EMT	12.60	13.03	13.48	13.96	14.45	15.45	16.00	16.56	17.14	17.74	18.37	19.00	22.28
Annual/2080 hrs	26,208.00	27,104.31	28,047.54	29,040.43	30,056.84	32,142.79	33,274.21	34,452.12	35,654.50	36,905.97	38,201.37	39,523.14	46,342.40
26 Pay Date	1,008.00	1,042.47	1,078.75	1,116.94	1,156.03	1,236.26	1,279.78	1,325.08	1,371.33	1,419.46	1,469.28	1,520.12	1,782.40
<b>7/1/2007 - 6/30/2008</b>													
Step %		3.56%	3.44%	3.53%	3.47%	6.97%	3.55%	3.54%	3.53%	3.46%	3.60%	3.43%	0.00%
Paramedic	15.26	15.80	16.35	16.92	17.51	18.73	19.40	20.08	20.79	21.51	22.29	23.05	27.23
Annual/2080 hrs	31,740.80	32,870.77	34,001.53	35,201.78	36,423.28	38,961.99	40,345.14	41,773.35	43,247.95	44,744.33	46,355.13	47,945.11	56,638.40
26 Pay Dates	1,220.80	1,264.26	1,307.75	1,353.91	1,400.90	1,498.54	1,551.74	1,606.67	1,663.38	1,720.94	1,782.89	1,844.04	2,178.40

**Metro EMS Tentative 7/1/2008 - 6/30/2009 Formula + \$.20 or \$.50 whichever is higher**

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
<b>7/1/2008 - 6/30/2009</b>													
EMT	Step %	3.42%	3.48%	3.54%	3.50%	6.94%	3.52%	3.54%	3.49%	3.51%	3.51%	3.46%	0.00%
Annual/2080 hrs		13.10	14.02	14.52	15.02	16.07	16.63	17.22	17.82	18.45	19.09	19.76	22.28
26 Pay Date		27,248.00	29,160.54	30,192.82	31,249.57	33,418.29	34,594.62	35,819.27	37,069.36	38,370.49	39,717.30	41,091.52	46,342.40
		1,048.00	1,121.56	1,161.26	1,201.91	1,285.32	1,330.56	1,377.66	1,425.74	1,475.79	1,527.59	1,580.44	1,782.40
<b>7/1/2008 - 6/30/2009</b>													
Paramedic	Step %	3.56%	3.44%	3.53%	3.47%	6.97%	3.55%	3.54%	3.53%	3.46%	3.60%	3.43%	0.00%
Annual/2080 hrs		15.76	16.88	17.48	18.08	19.35	20.03	20.74	21.47	22.22	23.02	23.81	27.23
26 Pay Dates		32,780.80	33,947.80	35,115.60	37,616.71	40,238.59	41,667.06	43,142.07	44,664.99	46,210.40	47,873.97	49,516.05	56,638.40
		1,260.80	1,305.68	1,350.60	1,446.80	1,547.64	1,602.58	1,659.31	1,717.88	1,777.32	1,841.31	1,904.46	2,178.40

**Metro EMS Tentative 7/1/2009 - 6/30/2010 Prior Year (shown) Increased by Formula**

	Start	6 mo	12 mo	18 mo	2 yr	3 yr	5 yr	7 yr	9 yr	11 yr	13 yr	15 yr	17 yr
<b>EMT</b>													
Step %		3.42%	3.48%	3.54%	3.50%	6.94%	3.52%	3.54%	3.49%	3.51%	3.51%	3.46%	0.00%
Annual/2080 hrs	13.10	13.55	14.02	14.52	15.02	16.07	16.63	17.22	17.82	18.45	19.09	19.76	22.28
26 Pay Date	27,248.00	28,179.88	29,160.54	30,192.82	31,249.57	33,418.29	34,594.62	35,819.27	37,069.36	38,370.49	39,717.30	41,091.52	46,342.40
	1,048.00	1,083.84	1,121.56	1,161.26	1,201.91	1,285.32	1,330.56	1,377.66	1,425.74	1,475.79	1,527.59	1,580.44	1,782.40
<b>Paramedic</b>													
Step %		3.56%	3.44%	3.53%	3.47%	6.97%	3.55%	3.54%	3.53%	3.46%	3.60%	3.43%	0.00%
Annual/2080 hrs	15.76	16.32	16.88	17.48	18.08	19.35	20.03	20.74	21.47	22.22	23.02	23.81	27.23
26 Pay Dates	32,780.80	33,947.80	35,115.60	36,355.18	37,616.71	40,238.59	41,667.06	43,142.07	44,664.99	46,210.40	47,873.97	49,516.05	56,638.40
	1,260.80	1,305.68	1,350.60	1,398.28	1,446.80	1,547.64	1,602.58	1,659.31	1,717.88	1,777.32	1,841.31	1,904.46	2,178.40