

ORDINANCE NO. 9, SERIES 2011

AN ORDINANCE RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (EXPIRATION DATE JUNE 30, 2014) RELATING TO WAGES, BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 783 FOR AND ON BEHALF OF CERTAIN CIVILIAN EMPLOYEES IN THE LOUISVILLE METRO CORRECTIONS DEPARTMENT.

SPONSORED BY: Councilwoman Butler

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the International Brotherhood of Teamsters Local Union 783 representing certain civilian employees in the Louisville Metro Corrections Department.

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 (Expiration Date June 30, 2014) reached between Louisville/Jefferson County Metro Government and the International Brotherhood of Teamsters Local Union 783 for and on behalf of employees within the Louisville Metro Corrections Department concerning wages, other items of compensation, pension, terms of employment, benefits and other matters, be and the same is hereby approved. A copy of the Collective Bargaining Agreement (Expiration Date June 30, 2014) is attached hereto.

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

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Greg Fisher
Mayor

1/30/2011
Approval Date

APPROVED AS TO FORM AND LEGALITY:
Michael J. O'Connell
Jefferson County Attorney

LOUISVILLE METRO COUNCIL
READ AND PASSED
January 27, 2011

BY: Scott Pyle
Corrections Certain Civilian Members w. Teamsters 783 CBA 2010 Ord. ROC bkn Draft 1.doc

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

AND

TEAMSTERS LOCAL UNION NO. 783

**CIVILIAN SUPERVISORY EMPLOYEES OF
LOUISVILLE METRO CORRECTIONS**

EFFECTIVE DATE: _____

EXPIRATION DATE: JUNE 30, 2014

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this _____ day of _____, 2010, by and between Louisville-Jefferson County Metro Government (hereinafter the "Metro Government"), and Teamsters Local Union No. 783 (hereinafter the "Union"), by which said parties hereby agree upon the terms and conditions as hereinafter set out, concerning wages, hours and working conditions of certain civilian employees of the Louisville Metro Corrections Department.

ARTICLE 1 RECOGNITION

Section 1. Metro Government recognizes the Union as the exclusive representative for civilian employees in the category of Supervisor I of the Louisville Metro Corrections Department for the purpose of collective bargaining on all matters within the legitimate scope of representation. Metro Government shall consider the positions and the proposals of the Union as the bargaining positions and proposals of all members, individually and collectively, in said unit. The Union recognizes the Mayor's representative and designee as the sole representative of Metro Government for the purposes of collective bargaining.

Section 2. As used in this Agreement, unless the context requires otherwise, the term "Members" means Members of the Louisville Metro Corrections Department in the classification of Supervisor I.

Section 3. Metro Government agrees not to enter into any agreement or contract with Members, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.

Section 4. Any and all reference in this Agreement to the masculine gender shall be deemed to refer to either female and/or masculine gender as the case may be.

ARTICLE 2 INTENT OF THE PARTIES

The parties to this Agreement desire to promote and maintain an excellent employment relationship and working conditions at the highest level. The rights of both the Members and Metro Government are recognized and acknowledged and the provisions of this Agreement shall be observed and followed for orderly settlement of disputes arising under this Agreement. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the rights of the Metro Government include, but are not limited to, the right to: determine the mission of the Corrections Department, take disciplinary action for just cause, lay off its Members because of lack of work or lack of funds, determine the methods, means and personnel by which its operations are to be conducted.

ARTICLE 3 SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all Federal, state and local laws. Nothing herein shall be construed to prohibit the Corrections 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.

ARTICLE 4 UNION SECURITY

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

Section 2. The check-off of regular Union membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their union membership must notify the Metro Government and Union expressly and individually, in writing by certified mail. The fair share fee may be deducted from Members' wages and remitted to the Union, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by the Union with appropriate advance notice given to the Metro Government and affected Members.

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

Section 4. Union membership dues and fair share fees shall be transmitted to the Treasurer of the Union by the fifteenth (15th) day of the succeeding month after such deductions are made. The Union shall annually certify, in writing, the current and proper amount of its membership dues or fair share fees at least thirty (30) days prior to the initial deduction. The Union shall notify 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. The 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 a Member which said sum shall be remitted to Teamsters Local 783. Such sum shall be deducted each payroll in an amount indicated by the Member. Such deduction shall be forwarded to the Union within thirty (30) days after the

ARTICLE 6 STEWARDS

Section 1. Metro Government recognizes the right of the Union to designate a Steward to handle such union business concerning this bargaining unit as may from time to time be delegated to them by the Union. The Union shall furnish the name of the steward or alternate in writing to the Director.

Section 2. The authority of Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

- (a) The investigation and presentation of grievances with the designated Metro Government representative in accordance with the provisions of this Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - (i) have been reduced to writing, or;
 - (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Metro Government's business.

Section 3. Should it become necessary for a Steward to leave his work station during his scheduled working hours for any purpose set forth herein, such Steward shall notify supervisor and request for permission for such leave. The supervisor shall exert every reasonable effort to make it possible for the Steward to leave his workstation for any of the aforesaid purposes.

ARTICLE 7 PROHIBITION OF STRIKES

Section 1. Metro Government and the Union mutually agree that in consideration of the grievance and arbitration provision contained herein, there shall be no strike, lockouts, work stoppage, slowdowns or disturbances even a momentary nature for the term of this Agreement.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if a Member refuses to go through a bona fide picket line.

Section 3. It is agreed that in all cases of an unauthorized strike, slowdown, walkout or any other unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its Members. While the Union shall undertake every reasonable means to induce such Members to return to their jobs during any such period of unauthorized work stoppage mentioned above, it is specifically understood and agreed that Metro Government during the first twenty-four (24) hour period of such unauthorized work stoppage shall have sole and complete right of reasonable discipline short of discharge, and such Members shall not be entitled to or have any recourse to any other provision of this Agreement. However, after the first twenty-four (24) hours of such stoppage and if such stoppage continues, Metro Government shall have sole and complete right to immediately

discharge any Member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work, and such Members shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further mutually agreed that the President of the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Metro Government a written notice, which notice will list the Union's authorized representatives during the term of this Agreement who will deal with Metro Government, make recommendations for the Union generally, and have sole authority to act for the Union. The Union shall make immediate effort to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 8 STANDARD OPERATING PROCEDURE

Section 1. The Department has the right to promulgate reasonable policies, operating procedures, rules and regulations, and Director's bulletins, including those concerning disciplining Members, not inconsistent with the express provisions of this Agreement.

Section 2. No change in such policies, operating procedures, rules and regulations shall be effective until it has been posted on bulletin boards in all departments for a period of ten (10) calendar days. Any change shall be forwarded to the Union ten (10) days prior to the effective date.

Section 3. The Director may issue Director's bulletins in lieu of revisions to policies, operating procedures, rules and regulations.

Section 4. The Department shall provide all Members access to all policies and procedures, rules, regulations and post orders. In addition, the Department shall provide updated master copies for Members to review during non-working hours for a reasonable period of time, at a location convenient to their place of work.

ARTICLE 9 SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Members hired prior to the effective date of this Agreement, shall retain their current seniority as recognized by Corrections. For Members hired subsequent to the effective date of this Agreement, seniority shall begin with the most recent date of their employment with Corrections, provided however, all probationary Members must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with Corrections.

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

- (a) Discharged for cause.
- (b) Voluntarily resigns.
- (c) Is laid off for lack of work and not recalled within two (2) years of such layoff.
- (d) Fails to return to work within five (5) days after having been notified to do so after a layoff.

When employment is terminated for any of the above reasons and the Member subsequently is reemployed, he shall be considered a new Member for all purposes. Should a Member be on a leave of absence due to a disability or illness, paid or unpaid, the Member's seniority rights shall

continue to accumulate during such period of disability or illness until such time as it is determined that the Member will not be able to return to work due to the disability or illness.

Section 3. A Member who transfers to a position in a different department shall retain his/her seniority for ten (10) days. If the Member returns within the ten (10) days, the Member shall have no loss of seniority.

Section 4. A seniority list shall be maintained on a current basis. Metro Government shall furnish a copy of the seniority list and each revision to the Chief Union Steward as requested.

Section 5. The Union will agree or file a notice of dispute within ten (10) days of receipt of the Seniority list by Metro Government. Absent such Notice, the Seniority List shall become final.

ARTICLE 10 LAYOFF AND RECALL

Section 1. When it becomes necessary to layoff Members, the Members with the least seniority standing shall be the first to be laid off, provided such Members retained are capable of doing the work remaining.

Section 2. When positions are reinstated, former Members who were laid off in accordance with Section 1 of this Article, shall be offered recall in the reverse order in which they were laid off within the affected job classification, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than two (2) years has elapsed since their last layoff.

Section 3. The Union will be furnished copies of all official layoff and recall notices to the affected Member(s).

ARTICLE 11 PROBATIONARY PERIOD

Section 1. All newly hired or promoted employees shall be considered probationary employees. The initial probationary period is defined to mean an on-the-job evaluation period of not more than six (6) months, during which time an employee is required to demonstrate his/her fitness for employment.

Section 2. During the initial probationary period, employment shall be on a trial basis. During this period of time, 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 Agreement.

Section 3. Promotional probationary periods shall be six (6) months in duration. The promotional probationary period shall be used as an opportunity to observe and appraise the newly-promoted Member's work, to aid the Member in adjusting to the new position and to take appropriate action to remove the Member from the position if the Member's work performance fails to meet required standards. An employee removed from a promotional position for failure

to successfully complete probation will be returned to the position held immediately before the promotion, to an equivalent position in the same class, or will be assigned to a position in the agency in a class in which the employee is qualified provided such position is available.

Section 4. The probationary period may be extended an additional 90 days at the option of the Director or designee, upon consultation with the employee and his/her immediate supervisor at least ten (10) working days prior to the end of the initial probationary period. The Department Director will provide each employee whose probationary period is being extended with a written evaluation of the employee's performance and a detailed statement explaining what the employee must do to satisfactorily complete probation.

ARTICLE 12 TRANSFERS AND TRADES

Members shall be notified by the Director or designee of an intended involuntary transfer or duty assignment by seven (7) days written notice.

ARTICLE 13 DISCIPLINE

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing. With the exception of counseling and reprimands, all intended disciplinary actions must be reviewed by the Director or designee. No warning or reprimand may be considered for purposes of subsequent discipline or job assignment except those within the previous six (6) months. No previous discipline or complaints resulting in a one (1) to three (3) day suspension may be considered for purposes of subsequent discipline or job assignments except those brought within the previous two (2) years. No previous discipline or complaints resulting in a reprimand, or suspension of four (4) or more days, or dismissal may be considered for purposes of subsequent discipline or job assignments except those brought within the previous three (3) years.

- a. **WARNING:** In cases of infractions, efforts will be made to correct the Member through counseling. The Department may maintain written record of such counseling.
- b. **REPRIMAND:** When infractions of rules are more serious or there are repeated infractions, a supervisor may recommend to the Director or designee that a reprimand be issued. Reprimands shall be in writing and given to the Member and the Member's steward. The Director or designee will send a copy of the reprimand to the Department of Human Resources where the reprimand will be placed in the Member's personnel file.
- c. **SUSPENSION:** The Director or designee may suspend a Member without pay for serious infractions of rules. Suspensions may extend over a period or periods of up to twenty (20) days during any twelve (12) consecutive months. Twenty (20) or more days of suspension in a twelve (12) month period shall result in dismissal of the Member.

d. **DISMISSAL:** The Director may dismiss a Member for the most serious infractions of rules or a continued pattern of less serious infractions.

Section 2. A Member may grieve a reprimand, suspension or dismissal through the Grievance Procedure in this Agreement.

Section 3. Pre-Disciplinary Meeting

When a Member is charged with misconduct or a violation of Rules & Regulations, SOPs, or Metro Personnel Policies that could lead to either a reprimand, suspension or dismissal, he or she shall have the right to have a meeting with the Director or designee on the charges within a reasonable and practical period of time taking into due consideration the nature of the alleged misconduct or rules' violation. Member attending any meeting concerning matters involving disciplinary action may have legal and/or Union representation.

Section 4. Administrative Leave

A. A Member may be relieved from duty, not to exceed ten (10) days, and allowed to use benefit accrual pending the final administrative outcome of a disciplinary hearing if it is determined by the Director that it is in the best interest of the Department to do so.

Section 5. Criminal Complaints

The Director may suspend a Member due to criminal charges. This suspension shall be without pay pending final resolution of criminal charges; however, a Member may use accrued vacation leave, compensatory time, and/or personal days during this period.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 1. Each Member of the Union shall have the right to present for consideration any grievance that he or she may have as to any matter affecting his relationship with Metro Government. Any Member may designate one (1) or more persons to represent him or her in the representation of any such grievance. The designation of a representative, however, shall not preclude a Member from presenting and proceeding with his own grievance, except that where there is a designated representative, an observer designated by the recognized bargaining representative shall be notified in advance of the time and place of all discussions relative to the grievance and shall be privileged to attend such sessions. The following rules for the presentation of solution of grievance are prescribed:

Section 2. Written grievances provided for herein must contain the following:

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

Section 3. It is understood and agreed that the time frames listed below apply equally to both Metro Government and the Union in the processing of write-ups and grievances.

Section 4.

(a) The grievance in the first instance shall be presented to the immediate supervisor by the Member within five (5) working days from the time the grievance or controversy occurs. If an action of Metro Government resulting in a grievance is initiated at a higher level than a Member's immediate supervisor, the grievance in the first instance shall be presented to the level of authority initiating the action.

(b) If not satisfactorily adjusted at this level within five (5) working days, the Member or Union may reduce the matter to writing and refer it to the Director, who shall act within five (5) working days.

(c) In the event that the decision of the Director is adverse to the grievance of the Member or Union, the Member or Union may request review by the Mayor or his designee within five (5) working days of receiving the adverse action. The Mayor or his designee will render a decision within ten (10) working days of receipt of the grievance.

ARTICLE 15 DRUG TESTING

A Member shall be required to submit to a blood test or urinalysis under the conditions set forth in Appendix 1, Drug Testing Policy and Procedures.

ARTICLE 16 HEALTH AND SAFETY

Section 1. The Department shall take reasonable precautions to safeguard the health and safety of the Members during their hours of work and maintain reasonable standards of safety and sanitation, and the Union and all Members shall cooperate in all matters concerning the health and safety of Members.

Section 2. All inmates will be given medical interviews for contagious diseases.

Section 3. Members who may be placed in contact with any inmate suspected of having a contagious disease shall be placed on notice as soon as possible after the Department learns of such contagious disease.

Section 4. Metro Government and the Department will follow the recommendations for treatment and care of infected inmates that have been issued by Metro Government Department of Health and the Center for Disease Control, including, but not limited to, proper protective clothing for all Members who come in contact with the infected inmates. The parties mutually agree to upgrade preventive and protective measures in the future, as needed.

Section 5. Metro Government agrees to provide blood borne pathogen screening within seventy-two (72) hours of a Member's exposure at no cost to the Member.

Section 6. Metro Government will provide annual mandatory tuberculosis/hepatitis testing/inoculations at no cost to the Member.

ARTICLE 17 PERSONNEL FILES

Section 1. All official personnel records are the property of the Metro Government and shall be maintained by the Human Resources Department. All official personnel records shall be confidential from the public to the extent possible under the Open Records Act of the Commonwealth of Kentucky.

Section 2. Any Member, or any Union representative or attorney with a written authorization from the Member, shall have the right to inspect the Member's file upon presenting the written request to the Human Resources Director or designee, during reasonable hours of operation. The Member may have copies made of his/her personnel file with a cost reasonably related to the duplication and administrative expense relating to that request.

Section 3. A Member may submit written documentation for his/her official personnel file that refutes or explains any item in the Member's file. The document shall not contain any inflammatory or derogatory statements.

ARTICLE 18 COMPENSATION

Section 1. Based upon the Member's length of service in the position of Supervisor I, a Member shall receive a base hourly rate of pay according to the following schedule:

<u>0-1 yr.</u>	<u>1-3 yrs.</u>	<u>3-6 yrs.</u>	<u>+6 yrs.</u>
\$17.00	\$18.00	\$19.00	\$20.00

The base hourly rate is effective at the approval of this Agreement by the Louisville Metro Council. If a Member's current pay is above the base hourly rate of pay above, the Member shall continue to receive that pay rate. When the Member's pay rate is no longer above the step, the Member shall continue to move through the pay scale.

Section 2. Annual Pay Increase

A. On July 1, 2011, the hourly base pay rates in Section 1 shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed 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, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Appendix 2.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is not

granted to employees in the other bargaining unit to be effective on July 1, 2011, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

B. On July 1, 2012, the hourly base pay rates in Section 1 shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed 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, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Appendix 2.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not** granted to employees in the other bargaining unit to be effective on July 1, 2012, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

C. On July 1, 2013, the hourly base pay rates in Section 1 shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed 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, or
- b) 2%, or
- c) the percentage increase on base pay (as that term is described in Appendix 2.) granted to employees in another bargaining unit of Metro Government under a negotiated collective bargaining agreement entered into subsequent to this Agreement. However, if the percentage increase on base pay is **not** granted to employees in the other bargaining unit to be effective on July 1, 2013, then the increase on base pay for Members under this Agreement shall be effective on the same date as for employees of the other bargaining unit. Retroactivity, if any is provided by operation of this paragraph, is only for Members on the payroll on the date the collective bargaining agreement for the other bargaining agreement is signed by the Mayor.

The occupational license fee revenue used to determine the percentage increase in occupational license fee revenue from the previous fiscal year shall not include new revenue collected from and dedicated to the support of a Metro Government-recognized tax increment financing (TIF) district.

ARTICLE 19 WORK WEEK AND OVERTIME

Section 1. The regular work day will consist of eight (8) hours with the regular work week consisting of forty (40) hours. Overtime Pay - One and one-half (1½) times the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in each workweek.

Section 2. If the department intends to make a change in the regular number of work hours per day, i.e., going to a 10-hour day or 12-hour day, they will notify the Union and a conference will be held with the Union representatives prior to implementing the change. Members will be given at least seven (7) calendar days notice of a change in regular work day length.

Section 3. The Department shall have the right to change work schedules, times when work shall end and/or commence and number of Members required to perform work duties.

Section 4. Overtime will be offered to Members based upon seniority, if no one accepts the overtime, then the Member with the least seniority shall be assigned the overtime.

ARTICLE 20 ANNUAL LEAVE

Section 1. A. Members are eligible to accrue annual leave with pay, inclusive of holiday accruals, as follows:

0 to 1 year	15 calendar days per year
1 to 2 years	16 calendar days per year
2 to 3 years	17 calendar days per year
3 to 4 years	18 calendar days per year
4 to 5 years	19 calendar days per year
5 to 6 years	25 calendar days per year
6 to 7 years	26 calendar days per year
7 to 8 years	27 calendar days per year
8 to 9 years	28 calendar days per year
9 to 10 years	29 calendar days per year
10 to 11 years	30 calendar days per year
11 to 12 years	31 calendar days per year
12 to 13 years	32 calendar days per year
13 to 14 years	33 calendar days per year
14 to 15 years	34 calendar days per year
15+ years	35 calendar days per year

B. The actual accrual of annual leave will be computed on a pay period basis. Years of service for determining the accrual rates for Annual Leave will be based on a Member's seniority date. Scheduling of annual leave shall be approved by the Director. Annual leave shall be computed as time worked.

Section 2. Annual leave is cumulative, provided, however, accrued annual leave cannot exceed 480 hours in any calendar year. Upon separation, an employee shall be entitled to receive payment for accrued annual leave not to exceed 320 hours (40 days). Any former Member compensated upon separation for accrued vacation may not be re-employed by Corrections in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

ARTICLE 21 JOB BIDDING

Section 1. Job bidding shall be restricted to non-sworn supervisory Members of Teamsters Local 783.

Section 2. Members may bid on shift openings that occur within the division they are assigned (i.e. classification, records, etc.).

Section 3. The division supervisor shall post shift openings for bid within the division for seventy-two (72) hours, excluding Sunday and holidays. The position will be awarded to the Member who bids and has the longest seniority record. Selection for the position will be by descending seniority order until a Member accepts the bid or the list is exhausted.

Section 4. The successful bidder shall have thirty days in which to prove his/her ability to perform the work of the position. In the event such Member has not demonstrated his/her ability to perform the duties of the position, the Member shall be returned to the former position with no loss of seniority provided the position is still available.

ARTICLE 22 SICK LEAVE

Section 1. Sick leave with pay shall be granted to all full-time Members at the rate of one (1) day per month for each full month of service. Time off for sick leave shall not be computed as "time worked."

Section 2. Unused sick leave may be cumulative without any maximum.

Section 3. Sick leave with pay shall be granted to a Member when he is unable to perform his duties because of:

- a. Personal illness or injury to the Member;
- b. The Member's pregnancy or pregnancy related complications;
- c. Illness or injury in a Member's immediate family (spouse, dependent child, dependent relative, or parents) which requires the presence of the Member.

Sick leave caused by other than the Member's own incapacity that exceeds two (2) days requires the approval of the Director or designee.

Section 4. No Member shall be entitled to sick leave in excess of the amount of such leave then accumulated to his credit, except as provided in Section 7 of this Article.

Section 5. To receive paid sick leave, a Member shall communicate with his immediate supervisor or designee within one (1) hour prior to the beginning of the shift.

Section 6. If and whenever sick leave provisions may appear to be abused, i.e., sick leave abuse is defined as using such leave for other than those purposes as set forth at Section 3 above, and/or where the employee has an established pattern of leave use not justified by medical documentation. The Member claiming such sick leave may be required to furnish competent proof of the necessity for such absence. Metro Government reserves the right in all cases of illness, or reported illness, to require examination by a reputable physician of its own employ or selection. Abuse of sick leave privileges shall constitute grounds for disciplinary action including summary dismissal.

Section 7. In case of hardship or unusual need, a Member may be advanced up to ten (10) days of sick leave beyond the amount then accumulated to his credit upon the recommendation of the Director and with the approval of the Director of Human Resources. Any such advance shall be chargeable against such Member's subsequent accrual of sick leave. It is understood and agreed the Member must sign a promissory note with Metro Government agreeing to repay all borrowed time.

Section 8. ***Sick Leave Incentive Plan.*** Members are eligible to participate in a sick leave incentive plan. Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each 12 consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment. A Member who on December 1 has a sick leave balance greater than 80 days will be eligible to sell each day in excess of 80 days up to a maximum of 10 days a year. For each two sick leave days sold, the Member will receive one day of pay. Each Member will be allowed to designate the number of days that the Member wishes to sell.

Section 9. ***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 10. ***CERS Unused Sick Leave Credit.*** Metro Government participates under the Kentucky Retirement Systems in a program that allows the purchase of service credit with the Retirement System of unused sick leave. Members may participate in this program in the same manner as other Metro Government employees.

ARTICLE 23 INSURANCE

Section 1. Health Insurance

Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute no less than 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute no less than 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for a majority of Metro Government Members, the percentage contributions for Members shall decrease to the same level.

Section 2. Life Insurance

Metro Government will provide all Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one times the Member's annual salary up to fifty thousand dollars (\$50,000.00) according to the terms and conditions of the policy in force at any point in time; provided, however, if the life insurance offered by Metro Government to non-union employees decreases, 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.

ARTICLE 24 LEAVES WITH PAY

Section 1. Funeral Leave

A Member shall be given up to three (3) consecutive workdays off with pay in case of death in the Member's immediate family. The immediate family shall include parents, step parents, parents-in-law, grandparents, step parents, grandparents in-law, spouse, children, stepchildren, grandchildren, brother, sister, step-brother, step-sister, brother or sister-in-law and an individual residing in the Member's household. To receive paid funeral leave, the Member shall communicate with his immediate supervisor or department head or their authorized representative before the time set for beginning work. Funeral leave may include, but will not extend beyond, the day after the funeral. Upon request, proof of death shall be furnished. A Member may take an additional two (2) vacation days, if requested in writing, and said Member has the time on his/her books. Time off for funeral leave shall be computed as time worked.

Section 2. Military Leave

Members who are also members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled, while in the performance of duty or training in the

service of this state or of the United States under competent orders as specified in this section. In any one (1) federal fiscal year, Members, while on military leave, shall be paid their compensations for a period or periods not exceeding twenty-one (21) calendar days. Any unused military leave in a federal fiscal year shall be carried over to the next year. Any unused military leave shall expire two (2) years after it has accrued.

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

Section 3. **Jury Duty and Witness Leave**

a. An eligible Member who is summoned for jury duty and, as a result is required to be absent from work, shall be compensated for the actual time required for service as a juror at the regular rate of pay of the Member. This compensation shall be in addition to any remuneration paid by the Courts for serving on jury duty. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the Member is placed on a Monday through Friday day shift assignment for the duration of the leave. If a Member is released from jury duty before the completion of the workday, the Member is required to report to work. Similarly, if the Member is released from jury duty for the entire day, the Member is to report to work. A Member who fails to do so shall be considered absent without leave.

b. Any Member who represents Metro Government in legal proceedings or who is subpoenaed as a witness on behalf of Metro Government at any administrative hearing process arising from an act of employment with Metro Government, or who is a plaintiff or defendant on behalf of Metro Government shall be compensated for the time in the legal proceedings, at the regular rate of pay of the Member.

c. Jury duty and witness leave is subject to reasonable documentation to be provided to the Member's supervisor prior to the leave being approved.

d. Any Member who may be required to report or is subpoenaed as a witness in any legal or Departmental proceeding, arising out of the course and scope of the Member's employment, at a time outside of a Member's regularly scheduled hours of work shall be paid at the Member's regular hourly rate.

e. Jury Duty and Witness Leave under this section shall be considered as time worked for the purpose of overtime.

ARTICLE 25 OTHER BENEFITS

Section 1. **Tuition Reimbursement**

Members covered by this Agreement are eligible to participate in the Metro Government Tuition Reimbursement Program as afforded to all Members of the Metro Government.

Section 2. **Break Times and Lunch Period**

Members shall be allowed a thirty (30) minute lunch period (at management's discretion) and two (2) fifteen (15) minute breaks per eight (8) hour shift, at the direction of the Member's

supervisor. The two (2) fifteen (15) minute break periods shall be taken without Member loss of pay, provided however, the thirty (30) minute lunch period shall not be considered as hours worked.

Section 3. Workers' Compensation

Metro Government shall provide Workers' Compensation coverage for all Members as provided by the laws and regulations of the Commonwealth of Kentucky.

Section 4. Voting Leave

Members who are eligible to vote in any election in the Commonwealth of Kentucky will be allowed up to four (4) hours off between the hours of 6:00 a.m. and 6:00 p.m. in which to vote. Only Members who are scheduled to work between the hours of 6:00 a.m. and 6:00 p.m. are eligible for the voting leave. The Director has the right to determine the time period in which the Member may be absent to vote, to insure that Louisville Metro Government service is not impaired. Members will be granted time off without pay or may use accrued annual leave.

Section 5. Training

Training mandated by local, state or federal laws or required as a condition of continued employment or required in order to remain qualified for positions held, shall be provided by Metro Government at no cost to the Member. 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 ½). No disciplinary action will be taken until a Member's supervisor has signed off on the training packet. Training packet shall be completed within forty-five (45) calendar days.

ARTICLE 26 ENTIRE AGREEMENT

Section 1. Metro Government and the Union shall not be bound by any requirement, which is not specifically stated in this Agreement. The parties agree that only those items contained in this Agreement constitute the entire agreement and respective rights of the parties.

Section 2. The Union and Metro Government agree that this Agreement is intended to cover all matters referred to in Article 2, and that during the term of this Agreement, neither Metro Government nor Union will be required to negotiate on any further matters affecting these or other subjects not specifically set forth in this Agreement.

Section 3. Should any provision of this Agreement be found to be inoperative, void or invalid 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. 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 a Metro Government representative and Union representative(s).

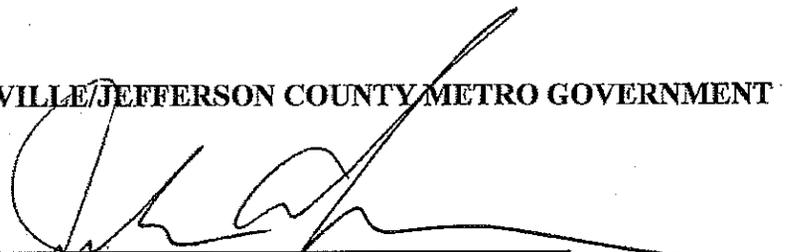
ARTICLE 27 TERM

Section 1. This Agreement shall become effective as of its approval date unless otherwise indicated herein and shall remain in effect up to and including June 30, 2014.

Section 2. Should either party desire to alter any portion of any terms hereof, that party shall notify the other party in writing not less than one hundred and twenty (120) days prior to June 30, 2014. Within sixty (60) days of such notification by either party, a conference shall be held between Metro Government and the Union for the purpose of negotiating such amendment, modification or termination.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

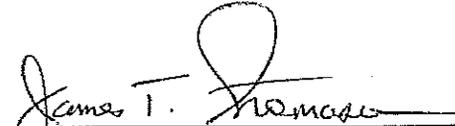
BY:


JERRY E. ABRAMSON, MAYOR

Date: 12-6-10

TEAMSTERS LOCAL UNION NO. 783

BY:


TODD THOMASSON,
BUSINESS REPRESENTATIVE

Date: _____

APPROVED AS TO FORM:


Michael O'Connell, Jefferson County Attorney

APPENDIX 1 Drug Testing Policy and Procedures

The policy of the Louisville/Jefferson County Metro Government is to maintain a drug-free work environment and workforce.

The Union and Metro Government agree that there are compelling interests which demand that the Louisville Metro Corrections Department's Members be drug-free. Public confidence in its corrections agency is directly related to the integrity of the agency's members, and the public has a right to expect that those they employ to protect 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.

Definitions

1. **Drug Test** - The production and submission of urine by a Member, in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage.

2. **Reasonable Suspicion** - 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. Reasonable suspicion that a Member uses or is using illegal drugs may be based upon, but not limited to:

a. Observable phenomena such as direct observation of drug use, possession of drugs, or the physical symptoms of being under the influence of a drug;

b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

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 as the focus of a criminal investigation into illegal drug possession, use or trafficking;

d. Facts or circumstances that develop in the course of an authorized investigation of an accident or unsafe work practice;

e. Information provided by reliable and credible sources or information independently corroborated;

f. Newly discovered evidence that the Member has tampered with a previous drug test.

3. **Individual Suspicion** - Reasonable suspicion that a Member is illegally using a prohibited substance.

4. **Medical Review Officer (MRO)** - Licensed physician with knowledge of substance abuse disorders whose role is to review and interpret test results obtained through drug testing under this policy.

Procedures and Rules

1. **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 substances as defined in Chapter 218A of the Kentucky Revised Statutes unless as prescribed by a licensed medical practitioner and 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 supervisor, or if off duty to an on duty supervisor, so that appropriate medical steps may be taken to insure 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.

d. All departmentally owned property, including but not limited to vehicles, lockers, desks, file cabinets, and computer hardware and software are subject to inspection at any time. Members are prohibited from placing or keeping any contraband or unauthorized equipment or items in said departmentally owned facilities. Sealed containers or personal items such as purses or briefcases found therein are subject to search if there is reasonable suspicion that they contain contraband.

2. **Random Testing**

a. Every Member will be required as a condition of continued employment to submit to unannounced random drug tests during the course of the Member's employment.

b. Testing under this provision shall be conducted on a random basis, and this procedure will not be used in order to effectuate a test on any particular individual Member.

c. The Department will attempt to conduct approximately the same number of unannounced tests each month, but will not be bound by any numerical formula.

3. **Drug Testing on Basis of Transfer** – All Members shall be required to submit to a drug test as a condition of transfer to the CERT Team and Hostage Negotiations Team.

4. **Drug Testing on the Basis of Individualized Reasonable Suspicion** --Members will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug usage whenever reasonable suspicion exists as to that Member's use of prohibited drugs.

If reasonable suspicion is established that a Member is in violation of this policy, the Member shall be relieved of duty and his police authority suspended. The Member shall not engage in any sworn peace officer activities. The suspension shall remain in effect until a final determination of policy compliance has been made.

The person of any Member is subject to a reasonable search only upon consent or reasonable suspicion that they are in possession of any controlled substance or other contraband in violation of this policy.

The Director or designee shall have the authority to direct any Member to submit to a drug test based on the reasonable suspicion standard.

Notification for Testing

1. Testing based upon reasonable suspicion shall be done as soon as possible without any prior notification to the Member.
2. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection will be excused but remain subject to future random testing. Upon notification, Members shall be afforded the opportunity to change into civilian clothing. The change of clothing must be immediately available, and the clothing change must occur at the Member's assigned facility.

Drug Testing Procedures

1. **Location** - The test shall be given at an authorized, private collection facility as designated acceptable by the Director. The location shall be secure and afford reasonable privacy to the Member.
2. **Specimen Collection**
 - a. Before testing, the Member will be requested to produce a departmental identification card for positive identification. Each Member will be informed that they may request a split sample and the procedures for same.
 - b. Before 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 medications taken by a Member within thirty (30) days of the sample. This information shall be retained and forwarded to every testing facility being utilized.
 - c. In a logbook the collection site personnel will enter the date, the Member's payroll identification number, and the time that the specimen is being collected in the appropriate spaces. The collection site personnel will then sign their name next to these entries and the Member will initial. The logbook will be maintained at the testing facility in a secure file cabinet and will be subject to the confidentiality provisions of this policy. The specimen collected from the Member shall be identified only by the Member's payroll identification number throughout the testing process. The testing laboratory will not have access to the Member's name.
 - d. The Member shall be requested to remove any unnecessary outer garments (e.g., coat, jacket) that might conceal items or substances that could be used to tamper or adulterate the urine sample. All personal belongings (e.g. purse, briefcase) shall remain with the outer garments. The collection site personnel requesting the specimen shall note any unusual behavior or activity by the Member. The Member may be required to submit to a pat down search.
 - e. The Member will be escorted to the collection area and instructed to wash and dry his hands prior to urination. After washing hands, the Member shall remain in the presence of the collection site personnel collecting the specimen and shall not have access to water fountains, faucets, soap-dispensers or cleaning agents.
 - f. At the collection site, toilet bluing agent shall be placed in the toilet tank whenever possible, so the water in the toilet bowl always remains blue.
 - g. The Member will be kept under observation throughout the testing process to ensure the integrity of the test. However, collection site personnel will not be in direct observation of the act of urination (except as provided in subsection "h" below). The Member

will be allowed to provide a specimen in the privacy of a stall or otherwise partitioned area that allows for privacy.

h. Direct observation of the collection of the specimen will be allowed only when there are reasonable grounds to believe that 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 or be in possession of items or substances that could be used to adulterate the sample.

i. 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 and initialed by the Member and collection site personnel. 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 the point of collection to the final disposition of the specimen. Appropriate chain of custody requirements will be maintained and every effort will be made to minimize the number of persons handling the specimen.

j. Upon receiving the specimen from the Member, the collection site personnel will determine if it contains at least sixty (60) milliliters of liquid and is within normal body-temperature range.

k. If a Member is unable to produce an adequate sample, the Member must be provided a reasonable amount of time to do so. The Member may be given a reasonable amount of liquid (e.g., glass of water) if the Member is unable to produce a specimen. The Member will remain under observation until able to provide a specimen.

l. Specimens found to be outside of the normal body temperature range will be rejected and the Member will be asked to provide another sample. The second specimen will be collected under direct supervision. Both specimens will be submitted for urinalysis. Occurrences of this nature will be fully documented by the collection site personnel collecting the specimen.

m. 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.

3. **Testing Methodology**

a. A testing laboratory, duly accredited by the United States Department of Health and Human Services (HHS), shall perform the urinalysis of a Member who is required to submit to a drug test. A testing laboratory, duly accredited by HHS, shall also perform the urinalysis and the split-sample if requested by the Member. Only trained, qualified and certified lab technicians shall perform all urinalyses. The specimens will be kept secure and the chain of custody noted on the form submitted with the specimen.

b. The initial test to be utilized for the drug screen shall be an immunoassay test, unless the sample is being tested for the presence of anabolic androgenic agents, in which case the initial test utilized shall be Gas Chromatography with Mass Spectrometer (GC/MS). All specimens identified as positive on the initial test shall be confirmed by the GC/MS test. The cutoff levels to be used when screening specimens to determine whether they are negative are:

Initial Test Level (ng/ml)^[1] A

1.	Marijuana metabolites	50
2.	Cocaine metabolites	300
3.	Opiate metabolites	2000 ^[2]
4.	Phencyclidine	25
5.	Amphetamines	1000
6.	Anabolic Androgenic Agents	
	Testosterone	6:1 ratio ^[3]
	All other anabolic androgenic agents	Any detectable amount

c. All specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

Confirmatory Test Level (ng/ml)

1.	Marijuana metabolites ^[4]	15
2.	Cocaine metabolites ^[5]	150
3.	Opiate metabolites	
	Morphine	2000
	Codeine	2000
4.	Phencyclidine	25
5.	Amphetamines	
	Amphetamine	500
	Methamphetamine	500
6.	Anabolic Androgenic Agents	
	Testosterone	6:1 ratio
	All others	Any detectable amount

d. Prior to test results being provided to the Department or the Member, the MRO will compare said test results with the list of prescriptions and over-the-counter medications provided by the Member pursuant to these procedures.

In the event of a confirmed positive test, the Member will be required to submit a copy of the prescription and the verification from the prescribing physician for any prescription medication declared by the Member in the pre-test interview required by these procedures.

The MRO may interview the Member, review medical history, consult with laboratory personnel and order re-testing as determined to be necessary.

[1] Nanograms per milliliter

[2] 23 ng/ml if immunoassay specific for free morphine

[3] Every individual maintains a normal amount of the hormones testosterone and epitestosterone. A level of testosterone six times greater than the level of epitestosterone is considered a positive result for testosterone abuse.

[4] Delta-9-tetrahydrocannabinol-9-carboxylic acid.

[5] Benzoyllecgonine.

If no alternative medical explanation can be determined, the test will be designated as verified positive by the MRO.

e. The MRO will report all results to the Corrections Personnel Administrator who will forward the results to the Director of Corrections. Upon review, the Director of Corrections will determine appropriate action and provide notification to the Member.

4. **Confidentiality** – Records reflecting drug tests will, to the extent practicable, be confidential. No records reflecting positive drugs tests will be placed in any permanent file of the Department unless and until a positive result is transmitted to the Department by the MRO. Records of initial positive tests, not confirmed by the GC/MS testing, will not be kept on-site at the Department.

5. **Disciplinary Action** - A Member who tests positive for illegal drugs shall be subject to discharge.

6. **Employee Assistance Program**- Metro Government shall provide an Employee Assistance Program. Voluntary requests for assistance with drug problems shall be held strictly confidential by the Employee Assistance Program to the extent required by law and the terms of this Agreement. EAP Administrator and EAP staff assigned to a Member's case shall be the only persons informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. A Member voluntarily seeking assistance shall not be disciplined under this Article for seeking such assistance, provided, however, the Member does not test positive for illegal drugs or seek assistance after being scheduled for a random drug test or after being ordered to take a drug test based upon individualized reasonable suspicion.

7. **Records Retention and Use.** Records of a positive drug test or refusal to submit to such tests as provided in this Article shall be maintained from the date of the incident which gave rise to the positive test or refusal until final disposition of any grievance, or legal action. All such records shall not be utilized for any purpose after one (1) year from the date of the incident which gave rise to the positive test or refusal, so long as there is no subsequent positive test or refusal to submit to a test.

8. **Changes in Testing Procedure.** The parties recognize that during the life of this Contract, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will discuss and agree to any such improvements. If the parties are unable to agree, the procedure shall remain unchanged.

APPENDIX 2 Louisville Metro Bargaining Units – Base Pay Terminology

1. AFSCME – Library - “base hourly rate” (Article 13, Section 3) (2009)
2. AFSCME – Metro Technology - “hourly rate of pay” or “pay” (Article 15, Section 5) (2013)
3. AFSCME – Zoo – “base pay hourly rate” (Article 12, Section 2) (2013)
4. AFSCME Master - “hourly rates” or “salary” or “rate of pay” or “pay” (Article 24, Section 4) (2012)
5. AFSCME Parks Recreation and Maintenance - “base pay hourly rate” (Article 14, Section 2) (2013)
6. Carpenters - IPL Code Enforcement & Support – “base hourly rate” (Article 18, Section 1) (2010)
7. Crossing Guard Association – LMPD – “hourly rate” (Article 6) (2013)
8. Firemen & Oilers –SWMS Waste Reduction – “hourly pay rate schedule” (Article 14, Section 2) (2011)
9. FOP – LMPD Captains and Lieutenants – “base hourly rate of pay” (Article 34, Section 2) (2011)
10. FOP – LMPD Sworn Officers and Sergeants - base hourly rate of pay” (Article 24, Section 2) (2011)
11. FOP –Corrections Lieutenants and Captains - “base hourly pay rate” (Article 23) (2010)
12. FOP –Corrections Officers and Sergeants – “base hourly pay rate” (Article 22) (2010)
13. IAFF - Fire Department – Majors – “annual salary pay rates” (Article 19, Section 2) (2011)
14. IAFF – Fire Department – Suppression – “hourly base pay rates” (Article 20, Section 1, B. & C.) (2013)
15. IBEW – MetroSafe - Radio Techs – “base hourly pay rate” (Article 15, Section 3) (2012)
16. IBEW – Works Electrical Workers – “base hourly rate” (Article 14, Section 4) (2011)
17. Teamsters – Civilian Police – “base hourly rate” (Article 16, Section 1 C.) (2010)
18. Teamsters - EMS – “salary schedule” or “pay grade” (Article 22, Sections 1, b. and 2, b.) (2010)
19. Teamsters - Master Agreement (Including Waterfront) – “base hourly rate” (Addendums A-E, See Compensation sections) (2009)
20. Teamsters – MetroSafe – “base hourly rate” (Article 16, Section 1) (2010)
21. Teamsters – Non-sworn Corrections - “pay” (Article 20, Section 2) (2013)
22. Teamsters - Revenue Commission – “salary schedule” (Article 18, Section 4) (2009)