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**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**JEFFERSON COUNTY FISCAL COURT**

**AND**

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

**Representing:**

- **Department for Human Services General Unit**
- **Department for Human Services Professional Unit**
- **Department of Health General Unit**
- **Department of Health Professional Unit**
- **Special Law Enforcement Unit**
- **Animal Control Unit**
- **Buildings and Grounds/Operations Maintenance Unit**
- **Roads/Equipment Garage/Police Garage Unit**
- **Public Safety General/Administrative Unit**
  
- **Physical and Environmental Services Cabinet Clerical Unit**
- **Physical and Environmental Services Cabinet Technical Unit**



**Effective July 1, 2001 – June 30, 2006**

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## PREAMBLE

The Fiscal Court of Jefferson County, Kentucky (hereinafter the "County") is the governing body of Jefferson County. Local 2629 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter the "Union") represents employees who shall be covered under this Agreement. AFSCME and the County recognize the fact that County Government is a public entity rather than a profit making concern; and

The rights of both the employees covered by this Agreement and the County are recognized and acknowledged. The parties agree that the provisions of this Agreement shall be observed and followed during the term of this Agreement;

This Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which shall be effective as of July 1, 2001, has as its purpose to promote and maintain an excellent employment relationship between the Union and the County and to assure sound and mutually beneficial working and economic relations between the parties.

NOW, THEREFORE, the parties mutually agree to be bound by the following terms and conditions.

## **ARTICLE 1.**

### **RECOGNITION**

The County, pursuant to the Collective Bargaining Ordinance adopted by Fiscal Court on May 13, 1986, as amended, recognizes the Union as the exclusive representative for the purpose of collective bargaining under this Agreement.

For the purpose of the Agreement, the Union represents select personnel (per Collective Bargaining Ordinance), as represented in Appendix A, in the Department for Human Services General Unit (referred to as Unit "G"), Department for Human Services Professional Unit (referred to as Unit "H"), Department of Health General Unit (referred to as Unit "J"), Department of Health Professional Unit (referred to as Unit "I"), Special Law Enforcement (referred to as Unit "B"), Animal Control (referred to as Unit "C"), Buildings and Grounds/Operations Maintenance referred to as Unit "QR"), Roads/Equipment Garage/Police Garage (referred to as Unit "STU"), Public Safety General/Administrative (referred to as Unit "O"), Physical and Environmental Service Cabinet Clerical (referred to as Unit "F"), and Physical and Environmental Services Cabinet, Technical Unit (referred to as s Unit "E").

## **ARTICLE 2.**

### **SCOPE**

The terms and conditions contained within this Agreement shall apply to all County employees for whom the Union was recognized as exclusive bargaining representative.

## **ARTICLE 3.**

### **INDIVIDUAL AGREEMENT**

The employer agrees not to enter into any agreement or contract with employees, individually or collectively, which in any manner conflicts with the terms and provisions of this Agreement.



**ARTICLE 4.**  
**MANAGEMENT RIGHTS**

As set forth in Jefferson County Code of Ordinances, Section 35.16, the exclusive rights of the County shall include any subject not preempted by Federal or State law or Municipal Charter and, but are not limited to:

- (a) The right to direct the work of its County employees;
- (b) The nondiscriminatory right to hire, promote, assign, transfer and retain County employees in positions within the public agency;
- (c) The nondiscriminatory right to demote, suspend, discipline or discharge County employees for proper cause;
- (d) The right to maintain the efficiency of governmental operations;
- (e) The right to relieve County employees from duties because of lack of work, lack of funds or for other legitimate reasons;
- (f) The right to take action as may be necessary to carry out the mission of the agency in an emergency;
- (g) The right to determine the methods, means and personnel by which operations are to be carried on.

Nothing in this Agreement shall be construed as reducing the authority conferred by law on the County, or in any way abridging or lessening such authority.

**ARTICLE 5.**  
**NO STRIKE OR LOCKOUT**

Section 1. The Union shall neither cause or counsel any employee or person to engage in, encourage, sanction or support any work stoppage, mass absenteeism, slowdown, mass resignation, strike or any other type of concerted activity.

Section 2. In the event any employees violate this Article, the County shall immediately notify the Union. The Union shall immediately notify the employees in writing to cease and desist from such activity and will exercise all reasonable action necessary to cause said employees to return immediately to their normal duties.

Section 3. Employees who engage in such activity shall be subject to disciplinary action up to and including discharge.

Section 4. In the event the Union complies with its obligations under Section 2, the Union shall not be liable to the County for damage caused by the strike.

Section 5. The County agrees that the County shall not engage in any lockout of the employees covered by this Agreement.

**ARTICLE 6.**  
**CHANGES IN POLICY AND/OR SCHEDULING**

It is agreed that the County will notify the employees and the Union, of any personnel policy change(s) affecting employees covered by this Agreement. Such notification will be in writing, and made at least five (5) days before the implementation of the policy change(s). Extensions of time may be granted by mutual agreement.

It is understood and agreed that this section does not require written notice for a change of procedure. Policy is defined as generalized principle of management governing the workplace. Practice is defined as the procedure(s) necessary to perform the policy. Any change in procedure will be communicated to the affected employee(s).

Any permanent changes to an employee's working hours, although not a policy



change, will be communicated in writing to the employee at least ten days in advance of the schedule change. Temporary changes (less than 30 days) to an employee's working hours will be communicated either orally, or in writing, at least two (2) days in advance of the schedule change. If the change is expected to last longer than 30 days, notice of this fact will be given as soon as duration of the change is known. Permanent changes that involve shift changes will be subject to posting requirements. This section will not pertain to overtime.

## **ARTICLE 7.**

### **ERODING THE BARGAINING UNIT**

The County recognizes the integrity of the bargaining units. The County is philosophically opposed to employing seasonal, temporary or part-time employees or permitting volunteers to work for the purposes of eroding the bargaining unit or evading this Agreement. Likewise, job program participants will not be hired or be permitted to volunteer to work for the purpose of eroding the bargaining unit or evading this Agreement. However, nothing herein shall prevent the County from hiring seasonal, temporary or part-time employees, job program participants, or permitting volunteers to work.

## **ARTICLE 8.**

### **THIRD-PARTY CONTRACTING**

It is the policy of County government to make every reasonable effort to utilize its employees to perform work for which they are qualified. However, nothing herein shall be deemed a limitation or qualification on the County's managerial right to contract with third parties or entities. In the event that the County decides to contract with third parties or entities for work performed by Union bargaining unit employees, the Union shall be notified at least five (5) working days before the County contracts with any third party or entity. A Labor Management meeting shall be held promptly to discuss the impact and feasibility of the proposed third-party contracting.

**ARTICLE 9.**  
**NONDISCRIMINATION**

Neither the County, nor the Union, shall discriminate in any way, or with respect to any term or condition of employment on the basis of race, color, sex, religion, age, national origin, political affiliation, handicap, sexual orientation or membership in any labor organization.

**ARTICLE 10.**  
**EQUAL PAY**

The County shall not discriminate in matters of pay on the basis of race, color, sex, religion, age, national origin, political affiliation, handicap, sexual orientation or membership in any labor organization.

**ARTICLE 11.**  
**HARASSMENT**

Jefferson County Government shall make every effort to provide working conditions free from harassment, especially those actions and comments that may reflect discriminatory attitudes.

**ARTICLE 12.**  
**AMERICANS WITH DISABILITIES ACT**

The County shall comply with the provisions of the Americans with Disabilities Act. Any violation of the Act shall be subject to the grievance procedure.

**ARTICLE 13.**  
**GENDER**

Any and all references in this Agreement to the feminine or masculine gender shall be deemed to refer to either gender, as the case may be.

**ARTICLE 14.**  
**MERGER AND/OR CONSOLIDATION LANGUAGE**

In the event that Jefferson County Government consolidates or merges any functions or services that will affect employees covered by the Collective Bargaining Agreement, the Union shall be given 75 days' advance notice by the County of such action.

A Labor-Management meeting shall be held promptly, following the notice to discuss the impact of the consolidation and/or merger on employees covered by this Collective Bargaining Agreement.

**ARTICLE 15.**  
**MAINTENANCE OF STANDARDS**

The County agrees that all conditions of employment relating to wages shall be maintained at no less than the highest minimum standard in effect at the time of the signing of this Agreement.

## **ARTICLE 16.**

### **PERSONNEL FILES**

All official personnel records are the property of Jefferson County Government and shall be maintained by the Human Resources Department. Only one official file shall exist for each employee. However, nothing shall prevent management personnel from keeping their own individual files on personnel matters, provided that documents and/or materials in the individual files of management personnel shall not be introduced as evidence in any disciplinary matter. Only those documents and materials in the official file of an employee may be introduced for such purposes.

All official personnel records shall be kept confidential from the public to the extent possible under the Open Records Act.

The Department Executive, or designee, members of Fiscal Court or their agents, and members of the Merit Board (for applicable departments) may inspect employee personnel records.

An employee, or a person with a written and notarized authorization from an employee, shall have the right to inspect and/or copy the employee's personnel records upon presenting a written request to the Human Resources Director, either in person, or by mail, to 517 Court Place, Suite 301, Louisville, Kentucky 40202. However, a Steward would need only to have a written authorization from the employee and would not require a notarization of the request. The Human Resources Department shall have three (3) days to respond to the request. If the requestor works or resides in Jefferson County, he or she must go to the Human Resources Department to inspect or copy the records, between the hours of 8:30 a.m. and 4:30 p.m., weekdays. The fee for photocopies shall be \$.15 per page.

Nothing in the Collective Bargaining Agreement shall be construed to allow the circumvention of County Personnel Policies, Sections 6, regarding the release of personnel records, nor allow violations of the provisions of KRS 61.870, et. seq.

**ARTICLE 17.**  
**TEMPORARY POSITIONS/EMPLOYEES**

Temporary positions are those in which work is of a temporary nature and a specified duration, not to exceed 90 days, with a 30-day extension, subject to County discretion. Written notification of the extension will be given to the Union President before the expiration of the original 90 days. Employees in temporary positions are normally hired to complete a discrete project or task.

The County reserves the right, when unable to fill a permanent position, to contract with an employment agency for temporary workers. In such a situation, the duration of such employment is not to exceed 90 days, with a 30-day extension. Written notification of the extension will be given to the Union President before expiration of the original 90 days. During this period of contracting for temporary work, the position will remain posted and open for application.

**ARTICLE 18.**  
**SEASONAL EMPLOYEES**

A seasonal employee is one that works during a certain season or period of the year and performs some work limited to that season or period of the year not to exceed 16 weeks, except by mutual agreement.

**ARTICLE 19.**  
**JOB DESCRIPTIONS**

The County shall provide to the Union current job descriptions for all jobs upon request. The County shall provide all new employees with a current job description. When a job description changes, the County shall provide all affected employees with an updated job description within 30 days.



**ARTICLE 20.**  
**PERFORMANCE APPRAISAL**

The purpose of the performance appraisal is to inform employees how well they are performing their work. It is agreed that the employees may grieve performance appraisals through the grievance procedure.

**ARTICLE 21.**  
**RECORD OF NEW AND REHIRED EMPLOYEES**

A copy of the appropriate payroll form applicable to each new or rehired employee shall be furnished by the County to the Union within a reasonable period following his/her employment, or re-employment.

**ARTICLE 22.**  
**NEW CLASSIFICATIONS**

The County will promptly notify the Union of its decision to establish any and all new classifications in the Classification and Compensation (C & C) system. The notification will include any bargaining unit assignment. The County and the Union will meet within one (1) month to review the classification specifications, and if unable to agree as to whether the classification should be included or not included in the bargaining unit, will submit the question to a mediator requested from the Kentucky Labor Cabinet.

## **ARTICLE 23.**

### **JOB AUDITS**

A job audit is a study of an employee's job duties that is initiated by an employee or management and performed by the Human Resources Department, to determine whether or not an employee has had additional duties added to his/her job that warrant a change in classification and / or pay.

Requests by employees shall be made to the Department Director, or designee. The Director shall forward the request to the Human Resources Department within ten (10) days of receipt of the request.

A job audit shall be performed within 90 calendar days after all requested audit information is obtained from the employee and the Department and submitted to the Human Resources Department. An employee may request only one (1) audit for his/her position, per calendar year and may request a withdrawal of the audit at any time.

Upon completion of a job audit, the County will notify the affected employee of the outcome.

## **ARTICLE 24.**

### **PROMOTION**

Promotion is the movement of an employee to a vacant position in a different job classification with a higher (at least three percent difference) salary grade. The position may or may not be located within the same department. The employee will be placed in the new salary grade according to County service seniority. In the case where an employee's previous rate of pay was above the maximum rate of the new salary grade, the employee will receive a 7.5% increase in pay rate for a single pay grade difference, 9.0% if two pay grades' difference and 11.0% if more than two pay grades' difference.

**ARTICLE 25.**  
**DEMOTION**

Demotion is the movement of an employee to a position in a different job classification with a lower (at least three percent difference) salary grade. Employee's pay will decrease to the same relative position in the new salary grade, as in the previous salary grade.

**ARTICLE 26.**  
**RECLASSIFICATION**

Reclassification occurs when a job audit concludes that an employee's job duties have changed over an extended period of time. As a result, the employee is placed into a different job classification, either within the same or a different salary grade.

If the salary grade of the new classification remains the same, there will be no change in the employee's pay. If the salary grade changes, then the employee will be paid at the same relative position in the new salary grade, as in the previous salary grade.

**ARTICLE 27.**  
**REALLOCATION**

Reallocation is a change in the job classification of a vacant and/or a filled position, resulting from a reorganization of the work at a specific time.

If the salary grade of the new classification remains the same, there will be no change in the employee's pay. If the salary grade changes, then the employee will be paid at the same relative position in the new salary grade, as in the previous salary grade.



**ARTICLE 28.**  
**REASSIGNMENT / JOB BIDDING**

Section 1. Reassignment is the movement of an employee from one position to another position within the same classification. The reassignment may be permanent or temporary, and also refers to shift changes.

Section 2. When a non-promotional vacancy occurs or a non-promotional position is created, notice will be posted for a period of five (5) working days in the respective department. Employees will request the position or vacancy on the appropriate form. The position, if filled, will be filled based upon the following criteria:

- (a) The seniority of the employee;
- (b) The attainment of required skill levels by County employees signing the request;
- (c) Documented employment factors relating to the employee's County job service history.

It is agreed that employees within the department/division will be given first preference for placement purposes.

Section 3. Employees requesting a reassignment must complete all data requested on the form and file it with the department head. This procedure will only be allowed for vacant positions. Reassignments to already-filled positions will not be granted.

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

Section 5. The processing of a reassignment will remove the employee from the reassignment list. The employee will be notified in writing when the reassignment is awarded. The reassignment is considered complete when it is issued in written form, unless the employee has previously notified the department head, in writing, that the request had been withdrawn.

**ARTICLE 29.**  
**TRANSFER**

Transfer is the movement of an employee from one job classification to a different classification within the same salary grade, or having a salary grade minimum within three percent (3%) of the salary grade minimum of the current classification.

If the salary grade after transfer is unchanged, the employee's base rate of pay will remain unchanged. If the salary grade after transfer is different, the employee will be placed at the same relative position in the new salary grade.

**ARTICLE 30.**  
**INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

Written notice of intent to transfer or reassign will be given by the County to affected employees at least ten (10) working days prior to the intended transfer date, unless a bona fide emergency exists. Except for hours worked and overtime, no employee will receive less than their present rate of pay as a result of an involuntary transfer or reassignment.

If a reassignment is temporary, the Department Director has two (2) weeks in which to determine whether the move will become permanent. After two weeks, the employee must either be returned to his/her previous position, or must be permanently assigned to the new position, after the appropriate forms have been filed, when necessary, with the Human Resources Department.

**ARTICLE 31.**  
**PROMOTIONAL JOB VACANCIES**

Section 1. If a vacancy is to be filled through promotion, notice shall be posted for a period of five (5) working days, in the Human Resources Department. The notice will state briefly the classification, nature of the assignment and the shift, if known. It is understood and agreed that the County retains the nondiscriminatory right to fill or not fill any position within the Department.

Section 2. In the event that the County decides to fill a vacancy by promotion, employees shall request the position or vacancy on the appropriate form. If the position is filled, it shall be based upon the following criteria:

- (a) The attainment of required skill levels by County employees signing the request;
- (b) Seniority of the employee;
- (c) Documented employment factors related to the employee's County job service history.

It is agreed that employees within the department/division shall be given first preference for hiring purposes.

**ARTICLE 32.**  
**STAFFING LEVELS**

It is the intent of the County to maintain adequate staffing levels for the efficient and effective operation of County Government. However, nothing herein shall be construed as a limitation or qualification on the County's managerial right to determine and/or fix staffing levels.

**ARTICLE 33.**  
**PROBATIONARY PERIOD**

All new employees will be required to serve a probationary period. Probationary period will be defined to mean an on-the-job evaluation period. During the probationary period, the County may terminate an employee without cause. Such a disciplinary action will not be subject to the grievance procedure and/or arbitration procedure.

Following a four-week initial training period, the probationary period will be for a duration of 90 days, and will be extended an additional 90 days at the option of the Department Director, upon consultation with the employee and his/her immediate supervisor.

**ARTICLE 34.**  
**DRUG TESTING**

Section 1. Drug and/or Alcohol Testing for Cause

A drug or alcohol test shall only be given to those employees whom the County suspects may be under the influence of drugs and/or alcohol. Reasonable suspicion shall be based on objective facts that an employee may be under the influence of drugs and/or alcohol.

The County will document its observations and reasons to suspect an employee is under the influence of drugs and/or alcohol. The employee's Department Head, or designee, shall order drug and/or alcohol detection tests after a review of these reasons.

## Section 2. Right to Representation

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

An employee who is asked to submit to a drug and/or alcohol detection test will be allowed to list all prescription and non-prescription medications, or any other substance that may cause a positive result for the presence of prohibited substances. This list is only to be reviewed by the testing laboratory's certifying scientist, for the purpose of verifying test results.

## Section 3. Employee Referrals

It is the County's desire to aid employees with a substance-abuse problem. To this end, the County will assist an employee in seeking aid for substance-abuse rehabilitation, either when the problem is discovered by the County, or when an employee gives notice of a need for this type of treatment. For the first referral for substance-abuse treatment, the employee's job will be protected during his/her absence, provided there have been no illegal activities that would normally result in termination of employment.

A substance-abuse program may be either inpatient or outpatient, but must be an accredited or approved program under the employee's health-insurance plan. If the employee does not have such coverage, the County will help the employee to locate an accredited or appropriately-licensed program. In either case, the employee will be responsible for payment of any treatment not covered by insurance.

## Section 4. Discipline

Discipline may result from impaired job performance related to an employee's use of drugs and/or alcohol, and shall be consistent with the disciplinary procedures established within this Agreement. No previous charges regarding drug and/or alcohol use by the employee may be considered during the issuance of discipline, except those that had been brought within the previous twelve months.



## Section 5. Testing Procedures

All drug and/or alcohol testing will be performed by laboratories that meet guidelines established by the U.S. Department of Health and Human Services. These standards shall apply to all sites and personnel involved in the testing procedure, if the collection of the test specimen, or any other aspect of the testing procedure, is conducted by a person or entity other than the laboratory originally selected.

## Section 6. Prohibited Activity

The following rules shall apply to all employees, whether on or off duty:

- a) No employee 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.
- a) No employee shall ingest any controlled substance as defined in Chapter 218A of the Kentucky Revised Statutes, unless as prescribed by a licensed medical practitioner for that person, and shall be in compliance with departmental rules concerning same.

Violation of this Section shall be grounds for disciplinary action up to, and including, immediate dismissal.

## **ARTICLE 35. POLYGRAPH EXAMINATION**

An employee covered by this Agreement shall not be required to take a polygraph examination as a condition of continued employment.

## **ARTICLE 36**

### **DISCIPLINE**

*The purpose of discipline, in this Article, is not merely to punish bargaining unit employees. Rather, discipline should be used to improve the employee's behavior.*

At any disciplinary proceeding, or fact-finding investigation, an employee shall be entitled to representation by the Steward and a non-County employee Union representative. If neither a Steward, nor a non-County employee Union representative is available, a bargaining unit member may request another bargaining unit member to attend the proceedings as a witness. Under no circumstance shall any action cease due to the unavailability of such non-County-employee Union representative. A disciplinary action proceeding shall be distinguished from an investigative fact gathering meeting. Any disciplinary notice provided the employee shall also be provided the Union, whether or not the employee waives representation. The County will give the Union a copy of the written waiver of representation or a copy of the written waiver tendered to the employee which the employee refused to sign, with such refusal annotated on said form.

It is agreed that disciplinary action shall not be imposed upon a non-probationary employee except for just cause.

Upon receiving a third-party telephone complaint, the party taking the call shall make a record of the call, and shall inform the complainant that a written complaint will need to be filed before discipline may be issued. A record of the call shall also be forwarded to the employee against whom the complaint was made. Any discipline to be imposed shall be initiated as soon as reasonably possible, but no later than seven (7) working days from the date of the actual occurrence or, in the case of a third-party complaint, the date the employee's supervisor receives written notification of such occurrence.

The County shall adhere to the principle of progressive discipline for minor offenses. This disciplinary action shall include:

- A. Verbal Warning
- B. Written Reprimand
- C. Suspension
- D. Termination.

The County will only advance progressive discipline on incidents of a like nature.

An employee receiving a written suspension or termination notice pursuant to a minor infraction shall continue to report to work at their regular rate of pay until a review with the Department Director has been held. The review shall be held by the Department Director, or designee, within seven (7) working days after such action. The following procedural requirements shall be afforded to the Union and/or employee at the review meeting:

1. The Union and the employee shall be provided with a written explanation of all charges and factual allegations against the employee.
2. The employee shall be entitled to representation by the Steward or non-County employee Union representative.
3. The employee and the Union shall have an opportunity to refute, rebut and/or comment during the conference.
4. It is agreed that the Department Director, or designee, shall be fair and objective.

Within a period of seven (7) working days following the review, the Department Director shall either affirm, reverse or modify the suspension or termination. If the suspension or termination is affirmed or modified, the employee shall be disciplined accordingly. If the decision is to reverse the suspension or termination, the employee shall have the suspension or termination, and all related documents purged from his/her personnel file. Written documents relating to any modified discipline, however, may remain in the employee's file.

An employee receiving a suspension or termination notice pursuant to a major infraction shall receive a review as outlined above by the Department Director, or designee. This review shall be held within seven (7) working days. A termination under this section shall be treated as a suspension pending investigation, as defined in County Personnel Policies, Section 14.6, until the Department Director's formal review. Within seven (7) working days following the review, the Department Director shall either affirm, reverse or modify the proposed disciplinary action. If the proposed disciplinary action is affirmed, the employee's disciplinary action shall proceed. If the decision is to reverse the suspension or termination in total then the employee shall have the suspension or termination purged from his/her personnel file. Written documents relating to any modified discipline however, may remain in the employee's file.

No previous record of charges against the employee may be considered, except



those brought within the immediate past 12 months. No employee will be disciplined on the basis of race, sex, creed, color, religion, age, national origin, political affiliation, handicap, or membership in a labor organization.

A copy of any disciplinary action that is to be placed in an employee's file shall be given to that employee and the Union by giving same to the Union Steward.

If it is determined during the Grievance and Mediation proceeding, set forth in this Agreement that the discipline was unjustified, the discipline shall be permanently removed from the employee's file.

Any disciplinary action shall be reasonable and commensurate with the offense.

## **ARTICLE 37.**

### **GRIEVANCE**

Section 1. Definition. A grievance shall be defined as a question(s) or dispute (s) that involves the terms and conditions of employment or a question(s) or dispute(s) that involves the interpretation or application of provision(s) of this Agreement. A grievance shall be filed in the following manner:

#### Section 2. Grievance Procedure.

STEP 1: Within seven (7) working days from the date an employee knew or could reasonably have known of an alleged infraction giving rise to a grievance, the employee may present a written grievance to the Department Director or designee. The Department Director or designee shall give a written answer to the employee within seven (7) working days after such presentation.

STEP 2: Mediation - If the grievance is not resolved at Step 1, then the employee and the Union may, within 30 calendar days of the department's Step 1 response, request mediation by the Kentucky Labor Cabinet. Upon mutual agreement, the County and the Union may hold an informal preliminary meeting to attempt to resolve the grievance prior to the mediation hearing. If the preliminary meeting is unsuccessful or not held, then the mediator shall attempt to mediate the dispute at the hearing. At this stage of the grievance process, the employee is entitled to request to have his accuser be present at mediation, if the discipline issued was related to a complaint filed against the employee. If the accuser is present, the employee, or his/her Union representative shall have the opportunity to question this person about the filed complaint. Upon conducting a mediation hearing, should the mediator fail to resolve the dispute, then either party may request a written advisory opinion from the mediator. The mediator shall be without power or authority to alter, amend or modify any of the terms of this Agreement. The decision of the mediator shall be submitted in writing within a reasonable time, but not later than 30 days after the date of the hearing. The parties expressly agree that the County and the Union both have the right to accept or reject the mediator's decision.

STEP 3: If the grievance is not resolved at Step 2, an appeal to Step 3 may be taken, provided that the appeal is presented to the County Judge/Executive within seven (7) working days after a decision has been reached by the mediator. Within ten (10) working days after receipt of the appeal, the County Judge/Executive or his/her representative shall answer the grievance in writing. In the event the dispute is not resolved at the County Judge/Executive level, the Union may proceed with a request for a remedy for breach of contract, in Jefferson Circuit Court.

Any time period not met as set forth in this grievance procedure shall be deemed unseasonable. The issue of unseasonability shall be put forth before the mediator as an issue to be decided in the grievance. The parties may mutually agree in writing to the extension of any time period specified.

Upon the request of either party, more than one similar grievance may be mediated at one hearing, before the same mediator. It is understood that the grievance may be filed on behalf of employees by the Union. All written grievances must be represented on a form agreed to by both parties. The Union shall have the right to be assisted by an authorized representative of its own selection at any hearing or mediation referenced under this grievance procedure.

Employees required to be present at presentations, conferences or hearings during the grievance procedure shall be compensated at their regular hourly rate of pay.

It is the goal of the parties to resolve grievances at the earliest possible time. If either party desires a verbatim record of the mediation hearing, it may cause such a record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be mediated.

**ARTICLE 38.**  
**MEETING SPACE**

The County agrees to provide meeting space, whenever available, upon request to the appropriate County official.

The individual Departments will make every effort to provide an area of privacy for the steward and grievant when engaged in grievance handling.

**ARTICLE 39.**  
**ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations and bulletin boards shall be granted to Union representatives.

Solicitation of membership and activities concerned within the internal management of the Union such as collecting dues, holding of membership meetings, campaigning for office, and distributing literature shall not be conducted during working hours, excepting designated lunch and break times.

**ARTICLE 40.**  
**BULLETIN BOARDS**

The County shall provide a reasonable amount of space upon designated bulletin boards. The number and places shall be mutually agreeable. The Union and County both agree that all items posted by the Union shall be required to be nondefamatory and related to Union business.

**ARTICLE 41.**  
**UNION ORIENTATION**

The Union will be allowed 15 minutes during the orientation process for newly-hired County employees, in which to make a presentation regarding Union membership for eligible employees.

**ARTICLE 42.**  
**UNION INSIGNIA**

Employees covered by this Agreement shall be allowed to wear reasonable size pins, buttons or caps reflecting membership in AFSCME, provided, however, those employees working in a uniform service shall be required to have the reasonably-sized pins, buttons, or caps approved by their respective department heads, prior to wearing them their uniforms. Such approval shall not be unreasonably withheld.

**ARTICLE 43.**  
**DUES CHECK-OFF**

Upon receipt of the employee's written authorization the County agrees to deduct certified Union dues, on a twice-monthly basis.

The amount so deducted shall be paid on a monthly basis to AFSCME Council 62, 2210 Goldsmith Lane, Suite 205, Louisville, Kentucky, 40218.

The payroll deduction authorization shall be revocable by the employee upon written notification (by certified mail, return receipt requested) to the County and the Union, and by a separate cancellation form provided by the Union at its offices. Employees may cancel dues deductions authorizations during the 20-day period following the end of the contract. Any written authorization or withdrawal must be delivered to the County Human Resources Department at least 30 days before the payday in which it is to become effective.



The employee's earnings must be regularly sufficient after legal deductions are made to cover the amount of the certified union dues.

The Union will indemnify, defend and hold the County harmless against any claims made and against any suits instituted against the County on account of payroll deduction of Union dues or cancellation of Union dues as referenced above. The Union agrees to refund to the County any amounts paid to it in error by means of the payroll deduction provisions, upon presentation of the proper evidence thereof.

#### **ARTICLE 44.** **UNION SECURITY**

Union membership dues of those eligible for representation shall be deducted by the County in accordance with Article 43, Dues Check-Off.

The Union shall annually certify in writing the current and proper amount of its membership dues at least 30 days prior to any changes.

Membership in the Union is not compulsory. Employees have the right to join or not join. Neither the County, nor Union, shall exert any pressure on, nor discriminate against an employee regarding such matters. Employees who choose not to join the union shall be subject to the terms of the Fair Share Article of this Agreement.

#### **ARTICLE 45.** **MAINTENANCE OF MEMBERSHIP**

Employees covered by this Agreement who, upon the effective date of this Agreement, are dues-paying members of the Union and all employees who thereafter become dues-paying members, shall remain dues-paying members of the Union for the duration of this Agreement.

**ARTICLE 46.**  
**FAIR SHARE AGREEMENT**

- A. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and Bylaws.
  
- B. The County shall deduct in equal installments from the earnings of all employees in collective bargaining units, their fair share of the cost of representation by the Union, as provided by Fiscal Court Ordinance 11, Series 1991, and as certified to the County by the Union. The County shall pay this amount to the Union on a monthly basis, to AFSCME Council 62, 2210 Goldsmith Lane, Louisville, Kentucky, 40218. The date for the commencement of these deductions shall be determined by the Union; however, no deduction shall be made prior to 30 days after the Union sends notice of budget information to the employees. The County will provide the Union with a list of employees from whom deductions are taken with each monthly remittance to the Union.
  - 1. For the purpose of this Article, employees who are members of the Union and whose dues are deducted and remitted to the Union by the County pursuant to Article 43 - Dues Check-Off, or paid to the Union in some other manner authorized by the Union are exempt from this provision. The Union shall notify the County of those employees who are exempt from the provisions of this Article and shall notify the County of any changes in its membership affecting the operation of the provisions of this Article.
  - 2. The Union shall notify the County of the amount certified by the Union to be the fair share of the cost of representation by the Union, and the date for the commencement of the fair share deduction, prior to the deduction by the County.

C. The Union agrees to certify to the County only such fair share costs as are allowed by law, and further agrees to abide by the decisions of courts of competent jurisdiction, and any arbitrators' decision in this regard. The Union agrees to inform the County of any change in the amount of such fair share cost.

D. The Union shall provide employees who are not members of the Union with an internal mechanism within the Union set out in Section F, below, which is consistent with the requirements of law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation, and to receive, where appropriate, a rebate to any monies to which they may be entitled. To the extent required by law, the Union will place in an interest-bearing escrow account, any disputed fair share amount.

E. The Union will indemnify, defend and hold the County harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the County, which County action or non-action is in compliance with the provisions of this Article, and in reliance on any list or certificates that have been furnished to the County pursuant to this Article. The Union agrees to refund to the County any amounts paid to it in error by means of payroll deduction provision, upon presentation of the proper evidence thereof.

F. NON-MEMBER FAIR SHARE REBATE PROCEDURE

1. These procedures are designed to prevent compulsory subsidization of ideological activity by objecting employees without restricting the Union's ability to require such employees to contribute to the cost of collective bargaining activities.



2. Financial Disclosure. The Union will, on an annual basis, make a determination as to an appropriate amount allotted to collective bargaining representation, as opposed to other activities of the Union, and will provide this information to the employees. In providing this information, the Union shall include a breakdown of actual expenditures of the Union, with identification of the major categories of expenses sufficient to identify collective bargaining activities, as opposed to political or ideological activities of the Union from the prior year, as verified by an independent auditor.

This information shall be provided to the employees, both member and non-member, at least 30 days prior to the date of the initial fair share fee deduction, and at least 30 days prior to any change in the fair share fee deduction. In addition to the financial information provided, the Union shall notify the non-member employee of his or her right to challenge the fair share assessment, and state the time limitation for such challenge.

3. Processing of the Challenge. Any employee who seeks a rebate of his or her fair share assessment must file a written objection with the Union within 30 days from the date the employee received the budgetary material, specifying the reason for the objection. For the purposes of this provision, material shall be deemed received three (3) days after it is mailed. The Union may waive the time limitations if the person can demonstrate good cause of delay in filing.

Upon receipt of the challenge, the Union shall immediately escrow, in an interest bearing account, the amount thereafter deducted by the County as the challenging employee's fair share fee pending the outcome of the challenge. The Union shall seek a panel of qualified arbitrators from American Arbitration Association (AAA) and both the Union and the challenging employee shall be allowed alternate strikes from the panel in order to arrive at a neutral arbitrator. As a condition of appointment, the arbitrator must agree to issue his or her award in an expeditious manner.

The Union has the right to consolidate arbitration proceedings so that the same general dispute is not arbitrated in more than one proceeding for each annual challenge time period.

The arbitrator's award shall be final and binding to the extent

permitted by law. If the Union is required to repay all or a portion of the sum escrowed, it shall do so. In addition, the Union shall include interest at the rate attained in the escrow account.

The arbitrator shall apply recognized legal concepts in determining the appropriate rebate.

This procedure shall be modified if at any time such modification is required by a State or Federal law.

#### **ARTICLE 47. STEWARDS**

The County recognizes the right of the Union to designate Stewards to handle such business as may from time to time be delegated to them by the Union.

The authority of Stewards so designated by the Union shall include:

- (a) The investigation and presentation of grievances.
- (b) Presence as a Union representative for an employee, when requested, at any disciplinary or fact-finding investigations or meetings.
- (c) The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers.
- (d) The administration of the Agreement.

The County and the Union agree that the administration of this Agreement shall not unnecessarily disrupt the work of the employees in the performance of their work duties. The County 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 work station during his/her work hours for any purpose, such steward shall notify his/her supervisor. Prior approval to leave a work station must be obtained by the steward from the supervisor not in the bargaining unit. Unless a bona fide emergency exists the supervisor shall make every reasonable effort to make it possible for the steward to leave his/her work station to take care of Union business. Such approval shall not be unreasonably withheld. For scheduled Union activities, the steward shall give at least three (3) working days' notice to his/her supervisor.

It is agreed that stewards shall be paid their regular rate of pay while performing the duties referred to in this Article. There shall not be any reprisals of the chief stewards, stewards, officers, negotiators and/or members authorized to conduct business under the Union contract.

#### **ARTICLE 48.**

#### **JOINT LABOR MANAGEMENT COMMITTEE**

Employees who are members of the Joint Labor/Management Committees established pursuant to this Agreement shall be allowed a reasonable time away from their regular duties to engage in such committee meetings. When it becomes necessary for a committee member to leave his/her work station during his/her work hours such committee member shall notify his/her supervisor. Prior approval to leave a work station must be obtained by the committee member from the supervisor not in the bargaining unit. Unless a bona fide emergency exists, the supervisor shall make every reasonable effort to make it possible for the committee member to leave his/her work station to engage in the Labor/Management Committee meetings. Such permission shall not be unreasonably withheld. It is understood and agreed, that attendance at Labor/Management Committee meetings during work hours shall be without loss of pay. Every attempt shall be made to schedule meetings and activities during normal work hours.

**ARTICLE 49.**  
**SAFETY COMMITTEE**

The County and the Union shall establish a Labor-Management Safety Committee. The Safety Committee shall include five (5) employees appointed by the Union and five (5) employees appointed by the County. The committee will attempt to recognize hazards, recommend abatement procedures and recommend education programs.

The Safety Committee shall:

- (a) meet on a definitely established schedule but not less frequently than once per quarter;
- (b) Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
- (c) promote health and safety education;
- (d) maintain minutes of all committee meetings;
- (e) accept complaints (written or oral) concerning employment safety.
- (f) address the issue of workplace violence and make appropriate recommendations.

Every attempt shall be made to schedule meetings and activities during normal work hours.



**ARTICLE 50.**  
**INDEMNIFICATION**

Jefferson County shall provide each employee acting within the scope of his/her employment indemnification from all judgments and liabilities, and further Jefferson County will appoint legal counsel for an employee to be paid by the County, with regard to any civil action pertaining to action within the scope of the employee's authority.

**ARTICLE 51.**  
**SAFE WORKING CONDITIONS**

Jefferson County Government shall provide its employees, insofar as possible, with safe and healthy working conditions, in compliance with all state and federal regulations. Every effort shall be made to promote maximum standards of safety and good health.

**ARTICLE 52.**  
**VIDEO DISPLAY TERMINALS USAGE**

The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for video display terminal (VDT) users.

Where practical and feasible, the County shall maintain standards for VDTs in accordance with the following guidelines:

1. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each department of County Government responsible for such purchases. These guidelines will address desirable characteristics relating to:
  - a) screen positioning
  - b) keyboards
  - c) screen and character type
  - d) accessories

The Union will be advised in the development of these general guidelines.

1. The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:
  - a) The ability to position the VDT and keyboard in relationship to each



- other and at the heights which are appropriate for the work to be performed by the user;
- b) The ability to provide adequate lighting for the work to be performed;
  - c) The ability to minimize glare;
  - d) The ability to minimize printer noise; and
  - e) Chairs which may be adjusted to and which provide proper support for the user.

The County will provide information and guidance to its work units which will assist them in creating an appropriate setting for VDT users.

Intensive VDT use is defined as:

1. Use which requires continuous and sustained visual concentration on the VDT screen; and
2. Use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations.

An employee whose work involves intensive VDT use as described above shall be entitled to a five- (5) minute pause from VDT use for each hour of intensive use. Any pause of shorter duration during each hour of intensive VDT use shall be counted as part of, and be subtracted from, this hourly five-minute pause. Individual departments will establish the pattern of usage for the additional pauses described above and advise the local union. During the additional pause periods, the County may provide an alternative work assignment within the scope of the employee's classification.

Additional pauses for employees affected by intensive VDT use shall be in addition to their usual rest/break periods and meal periods. The County and the Union agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with usual rest/break periods or meal periods.

### **ARTICLE 53.** **COMMUNICABLE DISEASE**

An employee shall be provided with appropriate information and procedures pertaining to all communicable diseases or toxic substances known to the County to which an employee may have routine work place exposure.

**ARTICLE 54.**  
**ASBESTOS**

Any employee engaged in maintenance, plumbing or electrical work that may disturb asbestos, or who works with asbestos-containing material, will be trained as to the proper procedures in dealing with the asbestos.

**ARTICLE 55.**  
**VEHICLES AND EQUIPMENT**

If an employee believes that a vehicle or any equipment is unsafe, and does not meet the requirements of any federal, state or local laws, he/she shall report that fact to his/her immediate supervisor who shall determine the status of the vehicle or equipment. If the employee requests, the supervisor shall confirm the status of the vehicle or equipment in writing. If the supervisor determines the vehicle or equipment is operable, the employee shall operate that vehicle or equipment. Any disagreement between the employee and his/her supervisor shall be treated as a grievance.

All County-owned, licensed, full-size pickup trucks and heavy equipment vehicles used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and a fire extinguisher. The County shall endeavor in good faith to comply with this provision.

**ARTICLE 56.**  
**WORKING ALONE**

The AFSCME Safety Committee will review practices and procedures on an ongoing basis, where employees work alone in potentially hazardous areas. However, nothing herein shall be construed as a limitation or qualification on the County's management right to direct employees to work alone.

**ARTICLE 57.**  
**ELIGIBILITY FOR BENEFITS**

Full-time regular employees shall be granted all benefits outlined in this Agreement.

Part-time, regular employees who are scheduled to work at least 17 1/2 hours during the work week shall be granted all group insurance benefits, in full, and all other benefits on a pro-rata basis.

**ARTICLE 58.**  
**HEALTH INSURANCE**

The County shall offer a selection of health insurance plans to all members of AFSCME. The County shall pay 90% of the premium cost of the least expensive health insurance plan for single coverage, employee-spouse coverage and employee-children coverage. The County will pay 75% of the least expensive health insurance plan offered for family coverage.

**ARTICLE 59.**  
**LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT**

The County will provide all eligible employees covered by this Agreement with a group life insurance and accidental death and dismemberment plan, with a \$15,000 benefit upon the death of the employee.

**ARTICLE 60.**  
**EMPLOYMENT DEVELOPMENT AND TRAINING**

The County and the Union recognize the need for the training and development of employees in order to assure that services are efficiently and effectively provided and that employees are afforded the opportunity to develop their skills to their highest potential. In recognition of such principle, the County shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in the employee's work assignments and for periodic changes therein, including where available and relevant to such work, procedural manuals.

The County agrees to meet periodically with the Union to discuss training and developmental concerns.

Training mandated by County, State or Federal law, or required as a condition of continued employment, shall be provided by the County at no cost to the employee. Time spent on such training beyond 40 hours of the employee's regular work schedule shall be paid at the rate of time and one-half (1 1/2).

**ARTICLE 61.**  
**TUITION REIMBURSEMENT**

When financial conditions permit, Jefferson County Fiscal Court shall reimburse a full-time, regularly-scheduled employee for one-half of the cost of tuition, up to seven semester credit hours, or the equivalent, each semester. The cost of tuition to obtain a GED will be paid in full.

An application for tuition reimbursement must be approved by the Department Executive and submitted to the Human Resources Director prior to the start of the semester for which aid is sought.

An eligible employee shall be reimbursed only when he/she successfully completes educational or vocational courses that the Human Resources Director determines are job-related, or represent a promotional opportunity in County government.

**ARTICLE 62.**  
**AUTOMOBILE MILEAGE REIMBURSEMENT**

Should any employee be required to use his/her personal vehicle to conduct County business, the affected employee shall be compensated by receiving the amount of mileage reimbursement designated by Fiscal Court. County business shall not include transportation to and from work.

**ARTICLE 63.**  
**ARTICLE REPLACEMENT, REPAIRS OR REIMBURSEMENTS**

It is agreed that the County shall replace, repair or reimburse (where applicable) the value, subject to depreciation, of any article damaged or destroyed belonging to an employee who is lawfully performing his/her duty.

**ARTICLE 64.**  
**TOOLS AND EQUIPMENT**

The County shall maintain in good condition those tools and equipment furnished by the County to employees to perform their jobs.

**ARTICLE 65.**  
**UNIFORMS**

The County will supply uniforms and protective gear for all employees required to wear uniforms and protective gear in the performance of work duties.

All employees currently receiving uniforms issued by the County will continue to receive these uniforms for the duration of this Agreement.



## **ARTICLE 66.**

### **HOLIDAYS**

Employees covered by the contract shall be granted the day off with regular compensation for the following holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday following Thanksgiving Day
8. Christmas Eve
9. Christmas Day

For those employees in a position that is scheduled to work shifts on a 24-hour, seven-days-per-week basis, holidays shall be celebrated on the actual day on which they occur. For all other employees, when a holiday falls on a Saturday, the preceding Friday shall be recognized as the paid holiday. When any holiday falls on a Sunday, the following Monday shall be recognized as the paid holiday. In order to receive holiday pay, an employee must not be absent without leave on either the work day preceding the holiday, or the work day following the holiday.

## **ARTICLE 67.**

### **PERSONAL DAY**

In each year of this Agreement all eligible employees will receive one (1) personal day to be utilized at the employee's discretion, during the fiscal year\_in which it is awarded. All personal days must be approved by the department executive or designee. Such approval shall not be unreasonably withheld.

**ARTICLE 68.**  
**VACATIONS**

Section 1. Annual vacation leave with pay shall be granted to all eligible employees covered by this Agreement in the manner outlined in Section 2, below.

Section 2. Vacation time shall accrue on a monthly basis in accordance with the following schedules based on County-wide seniority (years of service):

**40 HOUR WORK WEEK:**

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION ACCRUAL</u></b>
Less than 5 years	8 hours per month (12 days per year)
Less than 10, but at least 5 years	10 hours per month (15 days per year)
Less than 15, but at least 10 years	13 1/3 hours per month (20 days per year)
Less than 25, but at least 15 years	16 2/3 hours per month (25 days per year)
At least 25 years	20 hours per month (30 days per year)

VACATIONS (cont'd)

37 1/2 HOUR WORK WEEK:

<u>YEARS OF SERVICE</u>	<u>VACATION ACCRUAL</u>
Less than 5 years	7.5 hours per month (12 days per year)
Less than 10, but at least 5 years	9 3/8 hour per month (15 days per year)
Less than 15, but at least 10 years	12.5 hours per month (20 days per year)
Less than 25, but at least 15 years	15 5/8 hours per month (25 days per year)
At least 25 years	18 3/4 hours per month (30 days per year)

VACATIONS (cont'd)

35 HOUR WORK WEEK

<u>YEARS OF SERVICE</u>	<u>VACATION ACCRUAL</u>
Less than 5 years	7 hours per month (12 days per year)
Less than 10, but at least 5 years	8 3/4 hour per month (15 days per year)
Less than 15, but at least 10 years	11 2/3 hours per month (20 days per year)
Less than 25, but at least 15 years	14 3/5 hours per month (25 days per year)
At least 25 years	17 1/2 hours per month (30 days per year)

Section 3. Except as otherwise provided herein, each employee, if practical, may take his annual vacation in the calendar year in which it is earned. Vacation not taken shall be accumulated. Under no circumstances shall vacation accumulated in excess of 40 working days be carried forward from one calendar year to the next. Employees may not be denied vacation if such denial would cause the employee to have accumulated more than 40 days of vacation at the end of the calendar year.

Section 4. Upon separation from County employment for any reason, an employee shall be paid for all accrued, unused vacation leave, not to exceed 30 working days. Such payment will be made in one (1) payment, in the final paycheck of the employee.

Section 5. All vacation leave shall be computed as time worked. Employees will be allowed to schedule weekly vacations during a predetermined scheduling period, based upon seniority. For other requested vacation days, the more senior employee shall be granted the opportunity to take time off, if the requests are received on the same day.

Section 6. No previously-approved vacation request shall be denied within 30 days of the approved vacation time, unless a bona-fide emergency exists.

Section 7. Employees on original probation may not use accrued vacation leave.

Section 8. Employees shall not be on standby, or on call, during their vacations.

#### **ARTICLE 69.** **SICK LEAVE**

Section 1. Sick leave with pay shall be granted to full-time regular employees at the rate of one (1) day for each full month of service. Employees shall receive credit toward sick leave accrual for designated holidays, vacation, military leave and other paid authorized leave.

Section 2. Part-time regularly-scheduled employees shall be granted sick leave on a pro-rata basis.

Section 3. Unused sick leave shall be accumulated without any maximum.



Section 4. Sick leave with pay shall be granted to employees when they are incapacitated for the performance of their duties because of sickness or injury, or in the case of serious illness in the employee's immediate family. The immediate family consists of the employee's spouse, children, step-children, parents, parents-in-law, step-parents, grandparents, grandparents-in-law, step-grandparents, brothers, step-brothers, sisters, step-sisters, grandchildren and any member of the employee's household.

Section 5. Sick leave may be used for all medical appointments.

Section 6. Unless prior arrangements have been made, to receive paid sick leave an employee shall communicate with his/her immediate supervisor, or the supervisor's authorized representative as follows:

- A. For employees who work in Departments that have more than one shift, at least one (1) hour before the employee's scheduled shift, or
- B. For employees whose Departments do not have more than one (1) shift, during the first hour of the employee's scheduled shift.
- C. With regard to the provisions of this section, consideration will be given to an employee who is incapacitated and unable to fulfill this obligation.

Section 7. No employee shall be entitled to sick leave in excess of the amount of such leave then accumulated to his/her credit with exception of the use of the sick leave bank.

Section 8. Whenever sick leave provisions appear to be abused, the employee claiming such sick leave may be required to furnish proof of the necessity for such absence. Abuse of sick leave may subject an employee to progressive disciplinary action.

Examples of sick leave abuse include, but are not restricted to,

- (a) Consistently using sick leave as it is earned;
- (a) Using sick leave in conjunction with an off day in a consistent pattern.

Section 9. Full-time and part-time regularly scheduled employees who have not used sick leave for six (6) consecutive months may elect to covert accumulated sick leave to vacation leave. Two (2) sick leave days may be converted to two (2) days of paid vacation leave in any six (6) consecutive-month period. The conversion period shall begin the first day of the month following the last use of sick leave. An employee must have worked during five (5) of those months in order to convert sick leave to vacation leave. The conversion request must be made within 90 days after the completion of the six (6) month qualifying period. Any month of service used as the basis for one conversion may not be used for the basis of a second conversion.

## **ARTICLE 70.**

### **SICK LEAVE BANK**

All bargaining unit employees on active duty with Jefferson County Government are eligible to participate in the sick leave bank. Participation is voluntary. However, only contributors of the current fiscal year will be permitted to use the bank for payment for qualifying catastrophic and/or life threatening personal injury or personal illness during regularly scheduled duty days. This section shall not be applicable to employees who receive Workers' Compensation as a result of the injury.

The sick leave bank will be administered by a four- (4) member Approval Committee, appointed by the Local president and the Director of Human Resources. This Approval Committee shall have the responsibility of receiving requests, verifying the validity of requests, granting approval or denial of the requests, and communicating its decision to the member, the respective department, the Local President and the Human Resources Department. In the event of a tie vote by the Committee, the Director of Human Resources shall review the request and break the tie. The Committee shall also monitor the employee's condition during the time the employee is drawing from the sick leave bank.

Only employees who have completed one (1) year of service and who have ten (10) days of sick leave accumulated may contribute to the sick leave bank. Contributions are to be made during the month of July for the upcoming fiscal year. Contributions will be three (3) days per year but contributing one year does not bind an employee to contribute in future years. The most an employee will be allowed to withdraw is one (1) year of sick leave, providing the sick leave bank has a sufficient balance to cover the withdrawal. Only employees who have exhausted sick leave, vacation leave and compensatory time shall be allowed to draw from the sick leave bank.

The rules of eligibility for the sick leave bank will be established by a four- (4) member Rules Committee, two (2) members appointed by the President of AFSCME Local 2629, and two (2) members appointed by the Director of Human Resources. It shall be the purpose of this Committee to recommend such rules, in addition to those provided for in this Contract, as the Committee considers appropriate for the operation of the sick leave bank. These recommended rules must be approved by the President of AFSCME Local 2629 and Director of Human Resources before they take effect. Once approved, the rules and/or modifications will be widely distributed by the Approval Committee.

**ARTICLE 71.**  
**FAMILY AND MEDICAL LEAVE ACT**

The County shall comply with the provisions of the Family and Medical Leave Act. Any violation of the Act shall be subject to the grievance procedure.

An employee shall be required to use all applicable accrued leave (sick leave, vacation leave, and personal day) while on Family and Medical Leave. Leave begins on the first day the employee begins missing work if the absence exceeds five (5) consecutive working days. An employee giving notice of the need for leave must explain the need for leave so as to allow the County to determine if it is to be designated Family and Medical Leave. A supervisor shall report an FMLA-qualified absence to the Benefits Manager in the Human Resources Department as soon as he/she is aware of the qualifying absence.

Within two (2) business days of receiving the information necessary to determine if the leave is to be designated Family and Medical Leave, the Human Resources Department will give oral or written notice to the employee of the designation. If notice is oral, it shall be confirmed in writing by the Human Resources Director no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be given no later than the subsequent payday).

Procedures specified in County Personnel Policies Section 16.16 relating to FMLA shall be followed when attempting to utilize the Family and Medical Leave Act provisions.

**ARTICLE 72.**  
**BEREAVEMENT LEAVE**

In the event a death occurs in an eligible employee's immediate family, the employee shall be granted three (3) working days of leave with pay. The immediate family consists of employee's spouse, children, stepchildren, parents, parents-in-law, stepparents, grandparents, grandparents-in-law, brothers, stepbrothers, sisters, stepsisters, grandchildren and any member of an employee's household. Other approved leaves may be used in conjunction with bereavement leave.

**ARTICLE 73.**  
**JURY DUTY AND WITNESS LEAVE**



Any employee covered by this Agreement who is summoned for jury duty shall be compensated for the time of service required as a juror (in Court) at the regular rate of pay of the employee. If an employee is released from jury duty for the entire day or before the completion of the work day, the employee is required to report for work. Employees who fail to do so shall be considered absent without leave. An employee summoned for jury duty shall have his/her work schedule altered, if necessary, so that the employee shall be placed on a day shift, Monday through Friday, for the duration of the jury duty.

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

Any employee who is summoned or subpoenaed to appear as a witness in any civil or criminal matter in which he/she is not the defendant or the plaintiff, shall be compensated for the actual time required to be off work at the regular rate of pay of the employee.

Any employee who has been summoned for jury duty, or has been summoned or subpoenaed to appear as a witness, shall provide, upon receipt, a copy of the summons or subpoena to his/her supervisor, prior to having the leave approved.

#### **ARTICLE 74. VOTING LEAVE**

All employees of Jefferson County who are eligible to vote in any election in the Commonwealth of Kentucky shall be allowed two (2) hours off with pay, during the time voting locations are open. Employees must request voting leave, in writing if requested by the supervisor, two (2) days prior to the date of any election.



**ARTICLE 75.**  
**MILITARY LEAVE**

Section 1. Employees covered by this Agreement shall be granted a leave of absence without pay in order to serve in the armed forces of the United States.

Section 2. An employee returning from military service shall be restored to the same position or to a position similar to the one last held, provided the employee meets the minimum requirements of the position and makes application for reinstatement within a reasonable time after release from military duty. The employee must have received a discharge other than dishonorable in order to be eligible for reinstatement.

Section 3. Employees shall receive credit for length of service for time served in the armed forces.

Section 4. Employees restored to positions after returning from military duty shall not be dismissed, except for cause, for a period of one year.

**ARTICLE 76.**  
**MILITARY TRAINING LEAVE**

All employees covered by this Agreement who are members of the National Guard, or any reserve component of the armed forces of the United States, or of the reserve corps of the United States Public Health Service, shall be granted a leave of absence for a period of ten (10) working days in any one calendar year without loss of time, pay, regular leave, impairment of efficiency ratings, or any other rights or benefits to which they are entitled while in the service of this state, or of the United States, under competent orders. For leaves in excess of ten (10) working days, employees may use accumulated vacation leave or compensatory time.

**ARTICLE 77.**  
**UNION LEAVE**

The County may grant unpaid leave, without loss of seniority or benefits, to one employee per unit, to attend Union conventions or other official meetings. Such leave shall not exceed five (5) working days per year. The County reserves the right to approve or reject such leave. Approval shall not be unreasonably withheld.

The County may grant unpaid leave, upon application by the Union, to one (1) employee per unit, not to exceed two (2) employees per Local at any given time, who is elected or appointed to a position with the Union. The County reserves the right to approve or reject such leave. Approval shall not be unreasonably withheld. The leave shall be for a period of up to one (1) year, and may be renewed. Any employee granted such leave and returning to County employment within three (3) months shall be reinstated to his/her position. An employee returning from leave of over three (3) months shall be reinstated to his/her position or a comparable position.

**ARTICLE 78.**  
**OFFICERS' LEAVE**

The County recognizes the right of the Union to designate officers to handle such business as may from time to time be delegated by the Union.

The Local Union President, Vice-President, Secretary-Treasurer, Recording Secretary, Member-At-Large and five (5) Chapter Chairs shall be granted ten (10) days per contract year, without loss of pay, during which to attend Union conventions, meetings, and seminars.

**ARTICLE 79.**  
**COLLECTIVE BARGAINING TIME OFF**

It is agreed that the County shall grant a reasonable number of employees selected by the Union, time off with pay, for the purpose of collective bargaining negotiations. The standards to be applied to the number of employees selected and the time to be expended in negotiations shall be based upon prior collective bargaining sessions.

**ARTICLE 80.**  
**LEAVES OF ABSENCE**

Section 1. Full-time regular and probationary employees may be granted leaves of absence with or without pay, for a period of time up to six (6) months, inclusive of any FMLA or other medical leave.

Section 2. When public safety interests are involved, the County may require an employee to take a leave of absence at any time, unless a reassignment is possible.

Section 3. In the event of temporary medical disability, the dates for beginning and ending a leave of absence are a matter to be determined by the employee's physician. However, the County retains the right to request a second medical opinion by a physician of its choosing.

Section 4. Personal leaves in excess of 30 calendar days, and extensions of personal leaves must be approved in advance by the Department Director and the Human Resources Director. Such leave shall not be unreasonably withheld.

Section 5. No personal leave in excess of six (6) months shall be granted to an employee within any 12 consecutive months.

Section 6. An employee returning from a personal leave of three (3) months or less shall be reinstated to the position that the employee held prior to the beginning of the leave at no less than the same rate of pay the employee received when the employee left.

Section 7. If the employee returns between three (3) and six (6) months and the position that the employee held prior to the leave of absence is not available upon the employee's return to work, the Department Executive shall assign the employee to a classification in the same salary grade.

Section 8. No employee returning from personal leave shall be assigned to a position in a higher salary grade.

#### **ARTICLE 81.**

#### **WORKER'S COMPENSATION**

Section 1. The County shall provide worker's compensation coverage for all employees covered by this Agreement.

Section 2. The County shall permit an injured employee, who is covered by worker's compensation who also has sick leave accumulation to his/her credit, to elect (in cases of injury on the job) to draw from accumulated sick leave (if any) an amount when added to his worker's compensation pay (if any) would equal his normal weekly earnings.

#### **ARTICLE 82.**

#### **EMERGENCY PROCEDURE**

Employees directed not to report to work or sent home due to an emergency called by the County Judge or his/her designee, shall be granted leave with pay for their scheduled work hours during the duration of the emergency.

**ARTICLE 83.**  
**FAIR DAY'S WORK, FAIR DAY'S PAY**

The Union agrees that it and the employees which it represents will cooperate with the County to assure that said employees perform a fair day's work for a fair day's pay.

**ARTICLE 84.**  
**ACTING APPOINTMENT**

Any employee covered by this Agreement who is designated by the Department Director, or designee, to assume the responsibilities of a higher classification shall receive for assumption of the additional responsibilities the minimum salary of the higher classification or five percent (5%) above the employee's current salary whichever is greater. However, in order to be entitled to such pay, an employee must work in the higher classification for a continuous period of at least two (2) hours before such pay shall have been earned. When the two-hour requirement has been met, the employee shall be paid retroactively for each such hour worked. Each such instance of work in a higher classification shall be considered separately and not cumulatively.

**ARTICLE 85.**  
**TRAINER'S COMPENSATION**

An employee who is so designated shall receive an extra \$1 (one dollar) per hour spent as trainers during the initial four-week training period for new employees.

If a department later requires additional instruction to be conducted by one or more of its employees, the trainer(s) shall receive an additional \$1 (one dollar) per hour while conducting the necessary training.



**ARTICLE 86.**  
**CALL OUT PAY**

All hours worked on a call out, which occurs at a time outside of an employee's regularly scheduled hours of work, when an employee has left the work premises and is contacted at home, etc., shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate. The employee 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, an employee called out shall work the four- (4) hour 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. Extending the normal work shift refers to the beginning and/or ending of the shift, but shall not result in an earlier shift ending than is regularly-scheduled.

**ARTICLE 87.**  
**OVERTIME COMPENSATION**

An employee shall be compensated at the following rates for overtime hours:

1. For hours worked between his/her standard work week and 40 hours the nonexempt employee shall be compensated at his/her regular rate.
2. For hours worked in excess of 40, a nonexempt employee shall be compensated at the rate of one and one-half his/her regular rate.

Employees who are exempt shall be granted compensatory time for hours worked in excess of the regular work week. The department executive shall approve any request in advance, before the accumulative compensatory time is taken. Such approval shall not be unreasonably withheld.

The County agrees to adhere to applicable wage and hour laws.

No employee shall be allowed to carry forward more than 200 hours compensatory time from one calendar year to the next. No employee shall be paid for more than 80 hours of accrued compensatory time upon leaving County government employment.

**ARTICLE 88.**  
**TEN-YEAR SERVICE PAYMENT**

During the month of December of each fiscal year covered by this agreement, the County will disburse a single ten- (10) year service payment to each employee having ten or more years (120 or more months) of county-wide seniority as of December 1 of each fiscal year. Each payment will equal the monthly service rate, multiplied by the number of each employee's County-service seniority months, prorated for portions of a month.

The monthly service rate will vary for each fiscal year, as follows:

Fiscal Year	Monthly Service Rate (per County-service seniority month)
2001 - 2002	\$ <u>4.00</u>
2002 - 2003	\$ <u>4.25</u>
2003 - 2004	\$ <u>4.50</u>
2004 - 2005	\$ <u>4.75</u>
2005 – 2006	\$ <u>5.00</u>

These annual ten-year service payments will be separate, flat-rate payments and will not be added to the employees' base wage rates. To receive payment, an employee must be active and covered by this Collective Bargaining Agreement on the date of Fiscal Court approval.

## **ARTICLE 89.**

### **SENIORITY**

The principle of seniority is sound and will be adhered to, to the extent that this principle is recognized in the collective bargaining agreement.

County-wide seniority of employees covered by this Agreement will be based on each employee's most recent date of hire into a full-time or part-time, regularly-scheduled position with the County, or with the department/division, whichever is longer. However, each probationary employee must have completed his/her probationary period after which his/her county-wide seniority will then relate to the most recent date of employment (as defined above) with the department/division and/or County, whichever is longer.

An employee's County-wide seniority will be considered as being continuous unless terminated for any of the following reasons:

- (a) Discharge for cause;
- (b) Voluntary resignation;
- (c) Layoff for lack of work and not recalled within two (2) years of such layoff;
- (d) Being on layoff and failing to return to work within seven (7) working days after having been notified to do so (by certified mail to the last known address).

When employment is terminated for any of the aforementioned reasons and the employee is subsequently reemployed, he/she will be considered a new employee for all purposes.

The accrual of County service seniority will be continuous, even if an employee leaves an AFSCME position and later returns to an AFSCME position.

An employee may accrue up to six (6) months' County service seniority if he/she moves to a part-time, irregularly-scheduled position (also known as "bx," or "bargaining-unit exempt"), and later returns to a position as a regularly-scheduled employee. If the employee remains in the "bx" position for a period of time longer than six (6) months, there will be no further accrual of County service, and that time will not be considered when calculating seniority upon a return to regularly-scheduled position.

When overtime is required, the supervisor shall offer the time based on descending order of seniority. If forced overtime becomes necessary, the least senior employee(s) shall be required to work the extra hours.

Without interrupting a shift in progress, overtime will be divided equally within a job classification. If an employee refuses this overtime, the County will note the refusal on the overtime list. Should all employees contacted concerning an opportunity for overtime refuse such overtime, then the employee with the least seniority who is capable of doing the work will be required to work the overtime. This mandatory overtime list will be rotated.

Remaining contract terms subject to the governance by the principle of seniority shall include: salary, vacation scheduling, shift assignment, job bidding, off days, order of layoff, and overtime, but only so far as this does not conflict with the other expressed contractual provisions. A County-wide seniority posting shall be maintained on a current basis and posted where it shall be available for inspection at all reasonable times by individual employees.

A copy of the seniority lists and each revision thereof shall be furnished by the County to the Union upon request.

#### **ARTICLE 90.**

#### **RETURN TO THE BARGAINING UNIT**

If an employee moves to a position outside of the bargaining unit, he/she may voluntarily return to his/her former classification within the bargaining unit during the first 12 months of such move. In order for an employee to return to his/her former job classification, a vacancy must exist. No bumping of subsequently-appointed personnel shall occur.



**ARTICLE 91.**  
**LAYOFF AND RECALL**

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

Section 2. Within the first month of the beginning of each County fiscal year, the Human Resources Department shall furnish the Union with a revised County organizational chart, listing the departments and divisions for the next fiscal year. Eligibility for consideration for layoffs and bumping will occur by the department or division in which employees are located at the time of the proposed action.

Section 2. For the purpose of the first classification reduction, no employee within the department/division may replace an employee within the department/division with more County service seniority.

Section 3. Any employee scheduled for layoff shall be reassigned to another classification in the same salary grade within the department/division if there is a less senior employee within that classification. For the purpose of this reassignment and all subsequent reassignments, County wide seniority shall apply. The more senior employee must be able to perform the job duties of that classification. In this event the less senior employee shall be scheduled for layoff.

Section 4. If there is no less senior employee in the same salary grade within the department/division, the employee scheduled for layoff shall be reassigned to a classification in the next lower salary grade within the department/division. The more senior employee must be able to perform the job duties of the classification. In this event the less senior employee shall be scheduled for layoff.



Section 5. If there is no less senior employee in the next lower salary grade within the department/division, the employee scheduled or layoff shall be reassigned to replace the least senior employee in the department/division, provided the more senior employee is able to perform the job duties of that classification.

Section 6. The County shall notify, in writing, the employees and the Union two calendar weeks in advance of an expected layoff or reduction in work force.

Section 7. Probationary, part-time, temporary or seasonal employees in the Department shall be laid off first.

Section 8. 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 the last laid off).

Section 9. The County shall furnish the Union a list of names of employees laid off or recalled in each instance in which a layoff or recall occurs.

Section 10. The County agrees to provide an adjustment program to employees who are laid off.

## **ARTICLE 92.**

### **LONGEVITY SCHEDULE PROVISIONS**

Section 1. Longevity Schedules (Salary Grades).  
Exhibit B shall represent the longevity schedule (salary grades) assigned to each job classification as of contract ratification date.

## Section 2. Range Increase.

Effective July 1 of each fiscal year covered by this agreement, all longevity schedules and their steps will be raised by the amount of the negotiated general wage increase. This increase will also be given to red circled employees. Employees whose years of service and/or rates of pay exceed the maximum stated in the longevity schedule steps will also receive the general wage increase.

## Section 3. Automatic Progression.

Each job classification shall be assigned to a particular salary grade. Employees shall automatically progress through the step level system based on County service seniority date, except for red circled employees.

## Section 4. Red Circle

Red Circle is a term used to indicate a temporary freeze in the step increases of employees whose current rate of pay exceeds the amount designated for their step in the longevity system for their classification. However, the employees shall still be entitled to receive whatever general rate increases have been negotiated. Further, when an employee's pay rate no longer exceeds the pay designated for his/her step in the longevity system, that employee shall resume receiving step increases under the longevity system.

## Section 5. Entry level

All newly-hired employees shall begin at the entry level step of their classification. However, in the event the County fails to attract qualified job applicants due to the entry level pay of the applicable classification, the County may begin an employee at a higher rate of pay than the entry level rate stated in this Agreement. That employee would then be red-circled at that pay rate. Upon this occurrence, the Union shall be duly notified

## Section 6. Longevity Schedule Upgrades

Employees upgraded on the effective date of a general wage increase first will receive the general wage increase, then will be placed on the new, higher longevity schedule in effect on July 1 of that fiscal year. After adding the general wage increase to their pay, employees with pay rates below the proper step on the new longevity schedule will be brought up to the proper step effective July 1 of that fiscal year.

## Section 7. Pay Grade Schedule Modifications

On July 1, 2002, the existing AFSCME pay grades that have been referred to as “A” or “B” grades (non-exempt), as well as “BE” and “EHS” (non-exempt), will be merged into one pay grade schedule. This modification is achieved by merging each “A” pay grade with the next-highest “B” pay grade. The pay grades thus established will be numbered, and labeled “AN.” (See Chart Below).

Any “A” pay grade that does not have a higher corresponding “B” pay grade will be shifted laterally above all existing pay grades. (See Chart Below).

If the pay grade schedule modifications result in an employee receiving a pay rate below the new pay grade’s corresponding step rate, the employee will be assigned the step rate. No employee will receive a lower rate of pay as a result of these pay grade schedule modifications.

<u>Previously-labeled “A” Pay Grade to be Restructured</u>	<u>Next Highest Pay Grade, Previously-labeled “B”</u>	<u>Pay Grade to be Shifted Laterally</u>	<u>New Pay Grade Name</u>
		<u>B05</u>	<u>AN05</u>
<u>A04</u>	<u>B06</u>	<u>B06</u>	<u>AN07</u>
<u>A05</u>	<u>B07</u>	<u>B07</u>	<u>AN09</u>
<u>A06</u>	<u>B08</u>	<u>B08</u>	<u>AN11</u>
<u>A07</u>	<u>B09</u>	<u>B09</u>	<u>AN13</u>
<u>A08</u>	<u>B10</u>	<u>B10</u>	<u>AN15</u>
		<u>BE01</u>	<u>AN16</u>
<u>A09</u>	<u>B11</u>	<u>B11</u>	<u>AN17</u>
<u>A10</u>	<u>B12</u>	<u>B12</u>	<u>AN19</u>
		<u>BE02</u>	<u>AN20</u>
<u>A11</u>	<u>B13</u>	<u>B13</u>	<u>AN21</u>
<u>A12</u>	<u>B14</u>	<u>B14</u>	<u>AN23</u>
<u>EHS</u>	<u>B14</u>	<u>B14</u>	<u>AN23</u>
<u>A13</u>	<u>B15</u>	<u>B15</u>	<u>AN25</u>
		<u>A14</u>	<u>AN27</u>
		<u>A15</u>	<u>AN29</u>

**ARTICLE 93.**  
**WAGE AGREEMENT**

The wage increases and longevity schedules for all employees covered by this Agreement from July 1, 2001 through June 30, 2006, shall be attached hereto as Exhibit "B".

**ARTICLE 94.**  
**SEVERABILITY AND SAVINGS**

Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby, but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the employer and Union will meet promptly and negotiate a mutually-satisfactory modification within 30 days.

**ARTICLE 95.**  
**SAVINGS ARTICLE**

This Agreement shall be in all respects subject to the provisions of the County Ordinance establishing collective bargaining, Ordinance No. 6, Series 1986, dated May 13, 1986, as amended by Ordinance No. 12, Series 1986, dated July 8, 1986. This Agreement shall be subject to the laws and regulations of State and Federal Government.

**ARTICLE 96.**  
**PRINTING OF AGREEMENT**

The cost of printing this Agreement shall be divided equally between the County and the Union.

**ARTICLE 97.**  
**DURATION**

This Agreement, effective July 1, 2001 shall remain in full force and effect until June 30, 2006. Should either party desire to modify this Agreement, it should give notice in writing of such intention to the other party not less than 90 days prior to the expiration date. Pending agreement upon requested modification, this Agreement shall continue in its unmodified form until negotiations are concluded, or an impasse is declared.

This Agreement shall be binding upon the parties hereto. The parties acting through their duly authorized agents and representatives have hereunto set their hands this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Louisville, Kentucky.



For the Fiscal Court:

For AFSCME:

\_\_\_\_\_  
Rebecca Jackson  
Jefferson County Judge/Executive

\_\_\_\_\_  
Rick Bannister,  
Representative on behalf  
of AFSCME Local 2629

\_\_\_\_\_  
Sheila Wade, President  
AFSCME Local 2629

Approved as to form and legality:

Irv Maze  
Jefferson County Attorney

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
N. Scott Lilly  
Assistant County Attorney

## **ADDENDUM**

### **Section 1. Uniforms**

For employees, whose position requires them to wear a designated uniform or footwear:

Each bargaining unit will receive the same number of uniforms and/or footwear as have been provided for in previous contracts. A department reserves the right to provide alternative clothing, based upon cost or design, and may require additional items, based upon job duties or other requirements.

### **Section 2. Tools and/or Tool Allowance**

Members of the Equipment Garage and Police Garage bargaining units shall receive a \$150 tool allowance, to be distributed in voucher form to the employees, and used within the fiscal year in which it is awarded. Tools to be purchased with these vouchers shall be those used on the job, and shall be approved by the unit supervisor.

Those members of the Physical & Environmental Services Cabinet Technical Unit shall receive at least the following (or comparable) items, for use on the job:

Ideal Vol-Con Tester (61-076)  
G.F.I. Tester (CT-101)  
Measuring Tape (922-12)  
9" Linemans Pliers (D2139NE)  
6" Screwdriver (600-6)  
#2 Phillips Screwdriver (603-4)  
10" Adjustable Pliers (D502-10)  
Flashlight (WH-2)

### **Section 3. Commercial Drivers License (CDL)**

For those employees whose jobs require them to hold a commercial drivers license:

- 1) The County will pay \$40 toward the cost of a four-year CDL renewal, one time per employee, during the term of this CBA. The employee shall pay the operators' license component of the renewal fee.

The County shall pay the cost of an employee's first physical examination, and shall thereafter pay \$20 toward the cost of one bi-annual physical exam during the term of this CBA. The fee shall be paid directly to the medical services provider.

## EXHIBIT "A"

***AFSCME classifications***

Job ID	Job Title	Grade	FLSA	Unit
7425	Account Clerk Typist	A06	N	E,F
5240	Advanced Registered Nurse Practitioner	E11	E	H
3355	Air Pollution Compliance Officer	A70	N	D
3094	Air Pollution Technician I	A09	N	D
3092	Air Pollution Technician II	A10	N	D
5310	Analytical Chemist	E07	E	H
7265	Animal Control Clerk	A07	N	B
3038	Animal Control Dispatcher	B07	N	B
8910	Animal Control Incinerator Operator	B08	N	B
6610	Animal Control Officer	B70	N	B
4210	Archival Specialist	E06	E	G
4213	Archival Technician	A06	N	G
4117	Associate Planner	A11	N	D
8215	Auto Service Worker II	B08	N	Q
8217	Automotive Mechanic I	B11	N	Q
8219	Automotive Mechanic II	B13	N	Q
8665	Boiler and Cooling Systems Operator	B09	N	P
6208	Building Compliance Inspector	A11	N	D
7236	Clerk Typist I	A05	N	E,F,N
7232	Clerk Typist II	A06	N	E,F,I,N
6233	Commercial Building Inspector	A13	N	D
3820	Community Development Program Analyst	A10	N	G
5260	Community Health Medical Assistant	A08	N	I
5255	Community Health Nurse Specialist	E10	E	H
7248	Community Health Services Clerk	A07	N	I
5520	Community Health Social Service Assistant I	A06	N	I
5515	Community Health Social Service Assistant II	A08	N	I
5505	Community Health Social Worker	E07	E	H
7264	Corrections Clerk	A07	N	N
6025	Court Security and Process Officer	B11	N	F
8010	Custodial Worker I	B05	N	P,Q
8012	Custodial Worker II	B06	N	P
4315	Data Systems Analyst	E08	N	G,H,N
7320	Data Systems Operator	A05	N	E,N
6224	Electrical and Residential Inspector	A13	N	D
3327	Environmental Health Specialist	EHS	N	H
8417	Equipment Operator	BE01	N	Q
5375	Expanded Functions Dental Assistant	A08	N	I
8840	Food Service Worker	B07	N	F
6405	Guard	B05	N	A
3715	Health Education Specialist I	E06	E	H
3710	Health Education Specialist II	E08	E	H
8018	Heating Ventilation/Air Conditioning Mechanic	B10	N	P
8225	Heavy Equipment Mechanic	B12	N	Q
8260	Helicopter Mechanic	A15	N	Q
4207	Historic Riverside Assistant	A07	N	E
2825	Historic Riverside Site Supervisor	A08	N	E
6745	Housing Rehabilitation Technician	A09	N	F,I
6206	HVAC Inspector	A13	N	D
5618	Information and Referral Technician	A07	N	F
7318	Information Data Operator	A07	N	E
3419	Inmate Grievance Counselor	B11	N	N
4820	Intergenerational Program Worker	A07	N	F
4515	Inventory Control Specialist	A09	N	F,I,N,Q
8912	Kennel Attendant	B07	N	B
5325	Laboratory Assistant	A05	N	I
5320	Laboratory Technician	A08	N	I
5315	Laboratory Technologist	E06	E	H
5210	Licensed Practical Nurse	A10	N	H

4915	Loan Processor	A08	N	F
7070	Mail Clerk	B05	N	E
8620	Maintenance Carpenter I	B09	N	P
8622	Maintenance Carpenter II	B11	N	P
8630	Maintenance Electrician I	B10	N	F,P
8632	Maintenance Electrician II	B12	N	P
8640	Maintenance Painter I	B09	N	P
8642	Maintenance Painter II	B11	N	P
8650	Maintenance Plumber I	B10	N	F,P
8652	Maintenance Plumber II	B12	N	P
8021	Maintenance Worker	A06	N	F,I,P
7635	Management Assistant	A08	N	E,F,I,N
5410	Nutrition Center Supervisor	B06	N	F
5397	Nutrition Services Educator	E08	E	H
5399	Nutrition Services Specialist	E10	E	H
7060	Office Service Worker	B05	N	E,Q
3210	Permit Writer	A07	N	D
4118	Planning Technician	A09	N	D
7020	Police Cadet	B06	N	N
3750	Public Education Specialist	E06	E	B
6317	Public Works Inspector	A11	N	D
7442	Purchasing Support Technician	A06	N	E
5360	Radiologic Technician	A09	N	I
7030	Receptionist	A04	N	F
7225	Receptionist Typist	A05	N	E,N
4025	Recreation Specialist	B12	N	F
8350	Recycling Center Specialist	B09	N	Q
4226	Research Assistant	A09	N	N
6835	Residential Energy Conservation Technician	A10	N	F
8412	Road and Drainage Construction Worker	B07	N	Q
7645	Secretary	A07	N	E,F,I,N
7640	Secretary/Stenographer	A07	N	I
8426	Senior Equipment Operator	BE02	N	Q
5670	Senior Social Worker	E08	E	G,N
5544	Senior Substance Abuse Counselor	E10	E	H
3173	Senior Vehicle Emissions Repair Coordinator	A13	N	D
5722	Senior Youth Program Worker	B12	N	F
8423	Sign Technician	B11	N	Q
5620	Social Service Technician	A06	N	F,I
5685	Social Worker	E06	E	G
6425	Special Law Enforcement Officer	B07	N	A
6430	Special Law Enforcement Officer Trainee	B06	N	A
3065	Technical Projects Technician I	A09	N	D
3060	Technical Projects Technician II	A12	N	D
3775	Translator	A07	N	I
3177	Vehicle Emissions Compliance Officer	A10	N	D
3175	Vehicle Emissions Repair Coordinator	A12	N	D
5700	Youth Program Aide	B07	N	F
5724	Youth Program Worker	B11	N	F
6220	Zoning Enforcement Officer	A07	N	D