

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

LOUISVILLE/JEFFERSON COUNTY METRO

GOVERNMENT

AND

AFSCME LOCAL 2629

ON BEHALF OF CERTAIN EMPLOYEES OF

THE LOUISVILLE ZOO

Effective Date:

Expiration Date: JUNE 30, 2029

PREAMBLE 4

ARTICLE 1. SCOPE 4

ARTICLE 2. MANAGERIAL RIGHTS 4

ARTICLE 3. SUBORDINATION..... 5

ARTICLE 4. PERSONNEL FILES 5

ARTICLE 5. UNION SECURITY 5

ARTICLE 6. UNION BUSINESS AND UNION STEWARDS 7

 Section 1. Contract Negotiations 7

 Section 2. Stewards and Service Officer..... 7

 Section 3. Union Access 7

 Section 4. Unpaid leaves approved..... 8

 Section 5. Union insignia 8

 Section 6. Record of New and Re-Hired Employees 8

 Section 7. Notice of policy changes..... 8

 Section 8. Labor-Management Meetings 8

 Section 9. Union Meetings..... 9

 Section 10. Union Orientation 9

 Section 11. Discrimination/Coercion..... 9

ARTICLE 7. DISCIPLINE..... 9

ARTICLE 8. GRIEVANCE PROCEDURE..... 10

ARTICLE 9. SENIORITY 12

ARTICLE 10. JOB VACANCIES..... 13

ARTICLE 11. LAYOFF AND RECALL 14

ARTICLE 12. WAGE SCHEDULE AND LONGEVITY PAY 14

ARTICLE 13. WORK WEEK/OVERTIME 16

ARTICLE 14. PROBATIONARY EMPLOYEES..... 16

ARTICLE 15. HOLIDAYS 16

ARTICLE 16. SICK LEAVE 17

ARTICLE 17. VACATION LEAVE..... 18

ARTICLE 18. CERTAIN BENEFITS..... 19

 Section 1. Eligibility for Benefits 19

 Section 2. Indemnification 19

 Section 3. Lunch period/Breaks 20

Section 4.	Tools, vehicles and equipment.....	20
Section 5.	Safe working conditions.....	20
Section 6.	Training.....	20
Section 7.	Employee assistance program.....	20
Section 8.	Mileage	20
Section 9.	Pretax Premium And/Or Dependent Care Account	20
Section 10.	Health Insurance	21
Section 11.	Long Term Disability.....	21
Section 12.	Life Insurance	21
Section 13.	Dental Insurance	21
Section 14.	Vision Insurance	21
Section 15.	Personnel Policy.....	21
Section 16.	Uniforms	21
Section 17.	Workers Compensation.....	22
Section 18.	Non-Discrimination	22
Section 19.	Tuition Reimbursement.....	22
Section 20.	Retirement Plan.....	22
Section 21.	Voting Leave.....	22
Section 22.	Jury Duty and Witness Leave	22
Section 23.	Military Leave.....	22
Section 24.	Personal Day	23
Section 25.	Funeral leave.....	23
ARTICLE 19.	JOB DESCRIPTIONS	23
ARTICLE 20.	UNAUTHORIZED ACTIVITIES	23
ARTICLE 21.	MODIFIED DUTY/RETURN TO WORK (RTW).....	24
ARTICLE 22.	DRUG TESTING.....	245
ARTICLE 23.	ENTIRE AGREEMENT	24
ARTICLE 24.	TERM OF AGREEMENT	25
ADDENDUM A	WAGE SCHEDULE	26

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as “Agreement”) has been entered into this _____ day of _____, 2025 by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 2629 (“hereinafter referred to as "AFSCME”).

ARTICLE 1. SCOPE

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

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

Section 3. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

Section 4. Any and all reference in this Agreement to the masculine gender shall be deemed to refer to any and all gender identities.

Section 5. In the event Metro Government transfers, sells, leases or subcontracts the Zoo to a successor, it shall require the successor to honor the terms and conditions of this Agreement through its expiration date.

ARTICLE 2. MANAGERIAL RIGHTS

Section 1. It is the prerogative of Metro Government to operate and manage its affairs in all respects in accordance with its responsibilities. No limitation on that prerogative that has not been officially modified by this Agreement shall be inferred. Subject to applicable federal or state laws, the exclusive rights of the Metro Government include, but are not limited to, the right to:

- a. determine the mission of its constituent departments, divisions, commission, and boards;
- b. set standards of service;
- c. determine the procedures and standards of selection for employment, assignment, transfer, and promotions;
- d. direct its employees;
- e. take disciplinary action;
- f. maintain the efficiency of governmental operations;
- g. determine the methods, means and personnel by which operations are to be conducted;
- h. determine the content of job classifications;
- i. take all necessary actions to carry out its mission in emergencies;
- j. exercise complete control and discretion over its organization and the technology of performing its work.

Section 2. It is expressly intended that the duties, responsibilities, and functions of the Metro Government in the operation of the Zoo shall in no manner be impaired, subordinated or negated by any provision of this Agreement.

Section 3. Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made during the term of this Agreement shall apply to the Members.

ARTICLE 3. SUBORDINATION

This Agreement shall, in all respects wherever the same may be applicable herein, be subject and subordinate to all applicable Metro Government ordinances and resolutions, statutes, constitutional provisions and any revisions, amendments or newly adopted provisions to any ordinance, statute or constitutional provision which is in effect upon the effective date of this Agreement, or which may be hereafter enacted. Nothing herein shall be construed to prohibit the Zoo Director from promulgating and adopting reasonable rules and regulations applicable to the Members not contradictory to the express provisions of this Agreement. Nothing herein shall be construed to prohibit the Human Resources Director from adopting rules applicable to the Members not inconsistent with the express provisions of this Agreement relating to qualifications, including classification, examination, appointment, probation, promotion, demotion, transfer, layoff, reinstatement, suspension, removal and other disciplinary action.

ARTICLE 4. PERSONNEL FILES

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

ARTICLE 5. UNION SECURITY

Section 1. Membership in AFSCME is not compulsory. Members have the right to join or not join and neither AFSCME nor Metro Government shall exert pressure or discriminate against a Member regarding such matters. AFSCME shall annually certify, in writing, the current and proper amount of its membership dues at least thirty (30) days prior to the initial deduction.

Section 2. The check-off of regular AFSCME membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Membership shall continue from calendar year to calendar year unless the Member notifies Metro Government and AFSCME expressly and individually, in writing, by certified mail that such dues are not to be deducted. Any written revocation of membership must be filed between August 1 and August 31 of the year immediately preceding the year in which the membership is to be canceled.

Section 3. AFSCME dues shall be deducted biweekly in an amount certified by AFSCME. All AFSCME dues deducted shall be shown on the Members' paycheck stubs.

Section 4. AFSCME membership dues shall be transmitted to AFSCME by the tenth (10th) day of the succeeding month after such deductions are made. Metro Government will provide AFSCME with a list of employees from whom the deductions are taken with each remittance to AFSCME.

Section 5. AFSCME shall hold Metro Government harmless against any claims, legal or otherwise, which may arise from these dues.

Section 6. P.E.O.P.L.E. - CHECK-OFF. Metro Government agrees to deduct from the wages of any Member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the Member and may be revoked by the Member at any time by giving written notice to both Metro Government and AFSCME. Metro Government agrees to remit any deductions made pursuant to this provision after showing the name of each Member from whose pay such deductions have been made and the amount deducted during the periods covered by the remittance. The check would be sent to the American Federation of State, County and Municipal Employees (AFSCME) International office, at the following address:

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

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

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

Section 7. Metro Government and AFSCME shall share equally the cost of printing this Agreement.

Section 8. Posting of AFSCME Positions

When a new or vacant position covered by the AFSCME union is posted through the Metro Government Human Resources Department, such position shall be clearly marked as an AFSCME union position.

Section 9. Notwithstanding the above, the parties agree to comply with state law regarding union membership and the withholding of union dues, fees, assessments, or other similar charges. In the event it becomes legal to do so, Louisville Metro acknowledges AFSCME's right to collect fair share fees and will direct payroll to make the appropriate deductions from all fair share Members during the pay period immediately following the effective legal date of execution.

Section 10. Metro Government shall not employ or work seasonal, temporary, part-time, volunteer workers, or use Management for the purpose of reducing or replacing Members covered by this Agreement.

Section 11. Metro Government shall not subcontract outside the bargaining unit for any work and services normally and historically performed by employees covered under the terms and conditions of this Agreement for the purpose of reducing or replacing the employees covered by this Agreement.

Section 12. It is understood by the bargaining unit that the nature of the Louisville Zoo's operation may precipitate the need to bring on a seasonal work force during the calendar year to supplement the work force covered by this Collective Bargaining Agreement, except for the Horticultural, Maintenance, and Animal departments. For Horticultural, Maintenance, and Animal departments, the Louisville Zoo may bring on a seasonal work force during the peak season of February to October. This seasonal workforce shall not be used with the intent or effect of eroding the Collective Bargaining unit or to minimize the number of employees covered under this Agreement.

ARTICLE 6. UNION BUSINESS AND UNION STEWARDS

Section 1. Contract Negotiations

AFSCME may select not more than four (4) Members, plus one (1) alternate along with the elected contract representative, to represent AFSCME in the negotiation of a collective bargaining agreement during working hours without loss in compensation (the “bargaining team”). There shall be no more than one (1) Member from any area; Glacier Run, Gorilla Forest, Birds, HerpAquarium, Commissary, Giraffe Area, The Valley, Horticulture, Maintenance, Education, Cash Management, Gift Shop, Administration, Development, Guest Services, Membership, AHC/Conservation Area, Elephants, Islands, Human Resources, Animal Management and Events, and any other areas added throughout the duration of this agreement. The names of such representatives of AFSCME shall be submitted to the Zoo Director or designee. AFSCME may be represented in negotiations by non-metro employee representatives.

During a year in which contract negotiations occur, the bargaining team may request forty eight (48) hours of UBB time for the bargaining team cumulatively to prepare for negotiations. Preparation time will be scheduled at least fifteen (15) calendar days in advance and subject to approval by the Zoo director or designee. Upon request, additional preparation time for negotiations will be granted at the discretion of Louisville Metro’s Chief Negotiator.

Section 2. Stewards and Service Officer

(A) AFSCME shall designate four (4) Stewards for the bargaining unit representing Members covered by this Agreement. The duties of the Stewards shall be limited to (a) investigating and/or presenting grievances; and (b) union representation for a Member when requested at any disciplinary hearing.

Should it become necessary for a Steward to leave his workstation during normal working hours for any purpose set herein, the Steward shall notify his supervisor. The supervisor shall make reasonable efforts to allow the Steward to leave his workstation.

Time spent on representation or the investigation and presentation of grievances will be coded as UBR (Union Business Representation). UBR will not count towards the UBB time allotted under Section (C) of this article.

(B) A full-time Member from the Zoo will be elected as the Contract Representative (Service Officer) for the bargaining unit. The Contract Representative will be subject to all the provisions set forth in this Article, including the time limitations in (C) below.

(C) Metro Government shall grant time off up to a maximum of one hundred fifty (150) hours per fiscal year with pay for the bargaining unit, cumulatively, for the performance of Union business by any Member of this bargaining unit. For permission to utilize such leave, a written request for approval shall be submitted to the Director or designee seven (7) calendar days prior to such leave. With the exception of UBR (Union Business Representation), all time spent on Union Business will be coded as UBB (Union Business).

(D) Any hours worked on Union Business (UBB) in excess of 150 hours within a fiscal year shall be considered an approved unpaid leave.

(E) On the first of each month, AFSCME will submit a monthly report of all UBB and UBR time used in the preceding month.

Section 3. Union Access

(A) Bulletin boards. Metro Government agrees to provide AFSCME designated space for bulletin boards upon which AFSCME may post notice of meetings, announcements, or information of interest to its Members. AFSCME further agrees that it will not post any material which would be derogatory to any individual, Metro Government, Zoo, or which constitutes campaign material for or against any person, organization, or faction thereof. Campaign material does not include announcements

or information regarding internal campaign elections of AFSCME. All notices of AFSCME will consist of items in good grammar and taste and shall be signed by an AFSCME representative and shall be on AFSCME letterhead. Copies of any material so posted shall be furnished to the Zoo Director or designee. Any material which Metro Government determines to be in violation of this Agreement may be removed by Metro Government and AFSCME will be so informed. In addition, the Metro Government agrees AFSCME may use electronic mail for exactly the same purpose and in exactly the same manner it uses bulletin boards. The electronic mail must be authored by an AFSCME representative and copies of any material so electronically mailed shall likewise be furnished to the Zoo Director or designee prior to distribution.

(B) Access to work locations. With reasonable notice to the Zoo Director or designee and with the approval of the Zoo Director or his designee, both employee and non-employee representatives of AFSCME shall be allowed access to work locations not accessible to the general public.

(C) Solicitation of membership and activities concerned with the internal management of AFSCME, such as collecting dues, holding of membership meetings, campaigning for office, and distributing literature shall not be conducted during working hours, except during designated lunch and break times in designated break areas.

(D) Membership meetings shall not be conducted during working hours without approval of Management. Any time spent on Executive Board Meetings shall be coded as UBB subject to the restrictions in Section 2 of this Article.

Section 4. Unpaid leaves approved

Upon the approval of the Zoo Director or designee and at the request of AFSCME, up to two (2) Members who are elected or appointed to positions with AFSCME may be granted leave without pay for no more than six (6) months. Any such Member granted leave shall be reinstated without loss of seniority to his former position within two (2) weeks written notice of the intent to return. No leave of absence granted under this section shall exceed the length of this Agreement.

Section 5. Union insignia

Members shall be allowed to wear reasonably sized pins or buttons reflecting membership in AFSCME, provided, however, Members shall be required to have said reasonable sized pins or buttons approved by the Zoo Director or his designee prior to wearing said pins or buttons on their uniform. Such approval shall not be unreasonably withheld.

Section 6. Record of New and Re-Hired Employees

The Zoo shall notify AFSCME within a reasonable period of time of any vacant positions, terminated positions, and any new employee that is added to the payroll in a position covered by this Agreement.

Section 7. Notice of policy changes

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

Section 8. Labor-Management Meetings

The Zoo and AFSCME may meet monthly upon agreement of the parties at a fixed date and time to discuss issues of interest to both. This meeting shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change this Agreement. AFSCME may have present the Union Officer from the Zoo or designee and up to two (2) union Officers or Stewards and one (1) non-employee representative. Time used will be coded as UBB.

Section 9. Union Meetings

Upon a request by an AFSCME representative and space being available, AFSCME may meet with Members on Zoo grounds outside of regular working hours.

Section 10. Union Orientation

Upon request of any newly hired employee at the Zoo in a position covered by this Agreement, AFSCME will be allowed fifteen (15) minutes on Zoo property in which to make a presentation regarding union membership.

Section 11. Discrimination/Coercion

There shall be no discrimination or coercion against any employee because of membership, duties, participation with, or affiliation with a labor union, including those of Stewards, Officers, negotiators, and committee members.

ARTICLE 7. DISCIPLINE

Section 1. Metro Government shall have the right to discipline Members for just cause. Any of the following actions may be taken when necessary to discipline a Member. With the exception of counseling, disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. With the exception of counseling, warnings and reprimands, all intended disciplinary actions must be reviewed by the Zoo Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense. Metro Government shall have thirty (30) days from the date that Metro Government's representative knew of a Member infraction to impose discipline for any infraction that may have occurred. Members will be given 24-48 hours notice of a disciplinary meeting.

Metro Government will follow the principle of progressive discipline with regard to minor infractions. Minor infractions are handled with progressive discipline. Progressive discipline begins with a written warning defined in (b.) below, and progressing from (b.) through (e.) for each repeated infraction. At Management's discretion, a counseling may be used for a first-time minor infraction before administering a written warning.

No previous minor infractions may be considered for progressive discipline except for those brought within the immediate preceding one (1) year.

Any Member found by Metro Government to have violated a major offense may be disciplined accordingly up to and including termination for the first offense. Such major offenses shall not be subject to progressive discipline.

Counseling, written warnings, written reprimands, suspensions, and dismissals are defined as follows:

- a. **COUNSELING:** Efforts will be made to correct issues with a Member's job performance through counseling, coaching, and other non-punitive means. Metro Zoo will maintain a written record of such counseling. Counseling is coaching and not part of the progressive discipline process.
- b. **WRITTEN WARNINGS:** Warnings shall be in writing and given to the Member and his Steward. The Zoo Director or designee will send a copy of the written warning to the Zoo Human Resources Department where the written warning will be placed in the Member's personnel file. The Member may grieve a written warning through the Grievance Procedure in this Agreement.
- c. **WRITTEN REPRIMANDS:** Reprimands shall be in writing and given to the Member and his Steward. The Zoo Director or designee will send a copy of the reprimand to the Zoo Human

Resources Department where the reprimand will be placed in the Member's personnel file. The Member may grieve a written reprimand through the Grievance Procedure in this Agreement.

- d. **SUSPENSIONS:** Suspensions may extend over a period or periods of up to thirty (30) days during any twelve (12) consecutive months. The Member may grieve a suspension through the Grievance Procedure in this Agreement. Suspensions of more than thirty (30) days in a 12-month period shall result in dismissal of the Member. For major infractions, the Zoo director or designee may recommend that a Member be suspended as a first-time discipline for the major infraction. It is recognized that suspension pending an investigation may be necessary to investigate major or repeated minor infractions of the rules. Every reasonable effort by both sides will be made to limit suspensions pending investigations to fourteen (14) calendar days. Members may elect to use accrued leave during the initial fourteen (14) calendar day suspension pending investigation. If the conduct meriting the investigation is not substantiated, the Member's time accruals and compensation shall be remunerated as soon as practicable according to the terms of the settlement agreement.
- e. **DISMISSALS:** The Zoo Director or designee may recommend that a Member be dismissed for a major infraction of rules or a continued pattern of minor infractions as part of the discipline process. The Member may grieve a dismissal through the Grievance Procedure in this Agreement. All dismissals shall be enacted at the beginning of the Member's shift.

Section 2. A Member shall have the right to have an AFSCME representative, a Steward or an Officer, with him at any disciplinary meeting. If neither a Steward, Officer, or non-Metro AFSCME Representative are available, a bargaining unit Member may request another bargaining unit Member to attend the proceedings as a witness.

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

Section 4. Transfers or shift changes shall not be made for punitive or arbitrary reasons.

Section 5. A copy of any counseling or disciplinary action that is to be placed in a Member's file shall be given to that Member and the Union by giving same to the Union Steward, with the Member's permission.

Section 6. Any disciplinary notice provided to the Member shall also be provided to AFSCME whether or not the Member waives representation, with the Member's permission.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute involving the interpretation or application of a specific provision of this Agreement. The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement. Grievances may be filed for, but not limited to, the following:

- (a) Computation of salaries;
- (b) Working hours;
- (c) Working conditions;
- (d) Disciplinary actions

Section 2. A grievance may be initiated by AFSCME or an aggrieved Member by contacting a Union Steward or Service Officer. The Metro Government shall not retaliate or discriminate in any manner against any Member for initiating a grievance. A Member shall have the right to have AFSCME representation (a Steward or Officer) at any disciplinary proceeding.

Section 3. Grievances shall be settled as defined in LMCO 35.056, except where it conflicts with this Agreement. Otherwise, grievances, as defined herein, which may arise shall be settled in the following manner:

Step 1. A Member who believes that they have a grievance, will within fourteen (14) calendar days of becoming aware of the event giving rise to the grievance, submit the grievance in writing to Zoo Human Resources. The grievance will state the alleged cause of the grievance, the provision claimed to be violated, and the remedy requested. Zoo Human Resources will give an answer to the grievance in writing within fourteen (14) calendar days after the receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within fourteen (14) calendar days of the conference, request, in writing, a conference with the Zoo Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Zoo Director or designee within fourteen (14) calendar days of the request. The Director or designee shall give a written answer to the Member and AFSCME within fourteen (14) calendar days of the conference. The Member at this step shall be allowed, but not limited to, representation by one (1) Steward or employee-Officer and one (1) non-employee representative.

Step 3. If after this conference, the grievance is still not resolved, within fourteen (14) calendar days of receipt of the Zoo Director's or designee's written answer, the Member and AFSCME may forward the written grievance to the Director of Metro Government's Human Resources, or designee. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member at this and all subsequent steps shall be allowed, but not limited to, representation by one (1) Steward or employee-Officer and two (2) non-employee representatives, inclusive of an attorney if used. Within thirty (30) calendar days of receipt of the grievance, Metro Government's Human Resources Director or designee will make a determination and advise the Zoo Director or designee and the Member and AFSCME of the decision in writing.

Step 4. If the Member and AFSCME are still aggrieved after the decision of the Director of Metro Government's Human Resources, the Member and AFSCME may forward the grievance in writing within thirty (30) calendar days from the receipt of the Director's decision to the Louisville Labor Management Committee ("Committee") or, if the Committee is unable to respond to the grievance within thirty (30) calendar days, to a mediator from the Kentucky Labor Cabinet. The Committee or mediator may schedule a conference with the aggrieved Member to assist in its determination. Within thirty (30) calendar days after receipt of the grievance, the Committee or mediator will make a determination and advise the Director of Metro Government's Human Resources or designee, the Member, and AFSCME of its recommendation. The Committee or mediator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in conflict with any provision of this Agreement. The Committee or mediator shall consider only the specific issue or issues submitted to it and shall confine its decision to a determination of the facts and an interpretation and application of this Agreement.

Step 5. If the Member and/or AFSCME are still aggrieved after the recommendation of the mediator, the Member and AFSCME may forward the grievance in writing within thirty (30) calendar days from the receipt of the mediator's recommendation to an impartial arbitrator selected by the parties in accordance with the procedures established by the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall schedule a conference with the aggrieved Member to assist in his/her determination. Within sixty (60) calendar days after receipt of the grievance, the arbitrator will make a determination and advise the Mayor, the Member and AFSCME of his/her decision. The arbitrator shall have no authority, jurisdiction or right to alter, amend, modify, ignore, add to or subtract from or change in any way any term or condition of this Agreement or to recommend an award which is in

conflict with any provision of this Agreement. The arbitrator shall consider only the specific issue or issues submitted to him/her and shall confine the decision to a determination of the fact and an interpretation and application of this Agreement. The arbitrator's decision shall be advisory on all parties. The cost of arbitration shall be equally divided between AFSCME and Metro Government. The Director of Human Resources, after consulting with the Mayor, will then advise the Member whether the determination and recommendation of the Committee or arbitrator will be accepted. In accordance with LMCO Sec. 35.056, the parties recognize that any arbitration arising out of the terms of this Agreement will be binding, except for terminations not as a result of progressive discipline and health insurance benefits.

Section 4. If a grievance is not responded to within the specified time limits provided for herein unless prevented by good cause or the time is extended by mutual agreement of the parties, the Member or AFSCME may advance the grievance to the next step.

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

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

Section 7. AFSCME reserves the right to settle grievances at any stage.

ARTICLE 9. SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Zoo Seniority of a Member begins with the most recent date of employment with the Zoo in an AFSCME position. Metro-wide seniority of a Member begins with the most recent date of employment with Metro Government, the former City of Louisville or the former Jefferson County, as the case may be. Provided, however, all probationary employees must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment.

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

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

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

Section 3. If a Member is promoted outside of the bargaining unit and then is returned to the unit for any reason but his personal choice within the next twelve (12) month period, such return is with restoration of seniority for purposes of annual leave, and rate of pay only. If the Member does not return to the bargaining unit within the twelve (12) month period, that Member loses all Zoo seniority.

Section 4. If a Member is promoted outside the bargaining unit and elects to return to the bargaining unit during the next twelve (12) month period, such return is with full restoration of seniority. If the Member does not return to the bargaining unit within the twelve (12) month period, that Member loses all Zoo seniority.

Section 5. The Zoo shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every six (6) months.

Section 6. When two (2) or more new hired Members have the same seniority date, the Member with the oldest Date of Birth will be determined to have seniority over the other.

Section 7. Unless otherwise provided within this Agreement to the contrary, Zoo seniority shall be used to determine annual leave scheduling; shift assignment; off days; overtime scheduling, and temporary upgrades for which the Member meets the qualifications outlined in Section 8.

Section 8. A Member will be eligible for a temporary upgrade, in an area/department after completion of a current six (6) month period in the individual animal area. Additionally, a Member shall have been a Keeper II for at least one (1) year, must have 12 college semester hours (agriculture, biology, psychology, wildlife management, zoology), and two (2) years experience working with animals in an institutional setting, or a high school diploma and four (4) years experience working with animals in an institutional setting.

ARTICLE 10. JOB VACANCIES

Section 1. When the Metro/Zoo determines that a vacant position is to be filled or a job is created in a position covered by this Agreement, the notice of the position to be filled shall be posted before noon on the first day, and then for six (6) consecutive working days after, for a total of seven (7) consecutive working days in conspicuous locations appropriate for such notice in Zoo facilities and a copy given to AFSCME. Members interested in the posted vacancy shall fill out a bid sheet, available in the Human Resources office of the Zoo and return the bid sheet to the Zoo's Human Resources manager or designee.

Section 2. The filling of job vacancies shall be based on the following criteria: a) Zoo seniority, b) attainment of required skills and experience, including minimum qualifications, c) documented employment factors relating to the Member's job history for the previous twelve (12) months. The successful bidder shall have thirty (30) days in which to demonstrate his/her ability to perform the work of such position, such period can be extended at the discretion of the Director. In the event such Member has not demonstrated his/her ability to perform the duties of the position, he/she shall be returned to his/her former classification with no loss of seniority.

Section 3. The Zoo Director or designee shall have the right to fill the position temporarily for a maximum of six (6) months, which may be extended by mutual agreement, provided however, temporary assignments must meet the standard set forth above.

Section 4. AFSCME shall be notified as to the names of the applicants in the bargaining unit applying for the position and the name of the person awarded the position.

Section 5. The Member who is awarded the position/vacancy shall receive the new rate of pay and classification seniority no later than the beginning of the next pay period.

Section 6. If a Member receives a promotional position, he shall be placed in Step 1 of the promotional pay range if that step provides an actual increase in wages for the Member. If not, the Member will be placed in the Step of the promotional pay range that provides the Member with a two percent (2%) wage increase.

Section 7. Management will make every attempt to move a Member who has accepted a position as soon as practical.

Section 8. A Member who is awarded another position within the bargaining unit must remain in that position for one (1) year from the date of the administrative transfer before using his/her Zoo seniority to secure a job vacancy that would be considered a demotion or lateral transfer, including any move from a full-time to a part-time position. Promotions, as well as any move from a part-time to a full-time employment, shall not be restricted by this clause.

ARTICLE 11. LAYOFF AND RECALL

Section 1. When it is necessary to reduce the number of Zoo employees that will affect Members covered by this Agreement, AFSCME shall be notified 30 days prior to the reduction taking effect.

Section 2. Seasonal, temporary, and probationary employees will be laid off first. If it becomes necessary to lay off union positions, part time employees covered by this agreement will be laid off before full time employees covered by this agreement.

Section 3. Layoffs of Members within each job classification shall be in the reverse order of seniority as defined in Article 9 of this Agreement. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in a different classification in the same or lower wage scale, if the Member meets the qualifications of that classification. A Member exercising seniority upon lay-off to a lower paid position shall take the wage rate of the position being taken.

Section 4. Upon recall, former Members within a job classification who were laid off in accordance with this Article, shall be offered recall in the reverse order in which they were laid off, provided, however, no more than two (2) years has elapsed since their layoff.

Section 5. AFSCME will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 6. Members laid off will retain and accumulate seniority rights during such layoff as outlined in Article 9.

Section 7. AFSCME Officers and Stewards at the time of layoff shall hold “super seniority” for the purpose of layoff only.

Section 8. Upon recall into another Zoo position during the Member’s layoff, the Member’s seniority will continue as such had they never been laid off.

ARTICLE 12. WAGE SCHEDULE AND LONGEVITY PAY

Section 1.

A. Members will move within the “Wage Schedule” based on years of service in their respective classification. Provided, however, if a Member’s rate of pay is higher than is designated on the pay scale herein, the Member shall continue to receive the higher pay. When the Member's pay rate no longer exceeds the pay designated for the Member’s years of service in the classification, that Member shall resume receiving step increases.

Section 2. Effective July 1, 2024, Members will receive wage increases as illustrated in Addendum A.

Section 3. Effective July 1, 2025, through June 30, 2026, Members on the payroll will receive a three percent (3%) cost of living adjustment.

Section 4. Effective July 1, 2026, through June 30, 2027, Members on the payroll will receive a three percent (3%) cost of living adjustment.

Section 5. Effective July 1, 2027, through June 30, 2028, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 6. Effective July 1, 2028, through June 30, 2029, Members on the payroll will receive a two percent (2%) cost of living adjustment.

Section 7. Each full-time Member shall receive annual longevity pay in the following amounts, with part-time Members receiving half (1/2) of the full-time Member rate.

Year of Continuous Service	7/1/2024 and after
Less than seven (7)	--0-
After seven (7), but less than (10)	\$ 400.00
After ten (10), but less than fifteen (15)	\$ 500.00
After fifteen (15), but less than twenty (20)	\$ 600.00
After twenty (20), but less than twenty-five (25)	\$ 700.00
After twenty-five (25)	\$ 800.00

Longevity pay for 7/1/2024 shall be calculated and paid to eligible Members employed as of November 15, 2024 and paid the first full pay period in December of that respective fiscal year. Longevity pay for 7/1/2025 and after, shall be calculated and paid to eligible Members employed as of November 15 each fiscal year and paid the first full pay period in December of that respective fiscal year, by direct deposit.

Section 8. Shift differential pay shall be given to all Members permanently assigned to the second or third shift at the rate of fifty (\$0.50) cents an hour for second shift and fifty (\$0.50) cents an hour for third shift. Members who are rotated to the second or third shift shall receive the appropriate shift differential pay for hours worked on that shift. First shift is anyone that starts after 5 am. Second shift is anyone that starts after 2 pm. Third shift is anyone that starts after 11 pm.

Section 9. In the event a Member is performing job functions and duties of another classification covered by this Agreement which has a higher scheduled rate of pay, and the Member works in such classification for a minimum of one (1) hour, that Member shall receive the higher rate of pay which shall be retroactive to the first hour of said duties and continue for the duration of such duties. This provision applies regardless of a direct supervisor being present or not.

Section 10. A call-out occurs when a Member has left the work premises and is to return to work at a time outside of a Member's regularly scheduled hours of work. A Member shall be paid for a call-out at one and one-half (1 ½) times the Member's regular rate of pay. The Member shall be paid a minimum of four (4) hours for each call-out. The minimum shall be computed as time worked. If so directed by supervisory authority, a Member called out shall work the four (4) hour minimum period.

Section 11. Attendance Bonus
If the Zoo implements an attendance bonus program based upon annual guest attendance, Members covered under this Agreement shall be eligible for said attendance bonus based upon the rules of the program and under the same terms and conditions as non-union employees.

ARTICLE 13. WORK WEEK/OVERTIME

Section 1. The work week for full-time Members shall be forty (40) hours. All regular full-time employees shall have a regular starting time and all hours worked in a regular scheduled shift shall be consecutive. The work week shall run from Sunday through the following Saturday, during seven (7) consecutive twenty-four (24) hour periods. Schedules shall remain current for a minimum of two (2) weeks and can only change after the Zoo Management and AFSCME meet and discuss any changes. Part-time Members will be scheduled for at least two (2) week periods, but may change based on operational needs.

Section 2. A Member shall be paid one and one half (1 ½) times the Member’s regular hourly rate for all hours worked in excess of forty (40) hours. Overtime shall be offered to the Member with the most Zoo seniority within an area, then to other Members in the area by seniority, then to Members in other areas of the Zoo based on descending seniority, with the understanding that the Member awarded overtime must meet the minimum qualifications to perform the job where overtime is required. Should all full-time qualified Members refuse such overtime, then the Member with the lowest seniority qualified to perform the work will be required to work the overtime on a rotational basis. At Management’s discretion, voluntary overtime may be offered via sign-up list for Members qualified of performing the work. Members shall be given the opportunity to sign a waiver to remove them from the overtime availability list; however, this does not prevent them from being called for mandatory overtime. A waiver can be rescinded by a Member at the Member’s discretion.

Section 3. Regular part-time Members covered by this Agreement shall be classified in accordance with Metro Government’s personnel policy concerning part-time employees. Such part-time Members may be offered up to a maximum of one hundred (100) hours per month, if ready, willing and able to work. It is understood that in the event of any unforeseen emergency this workweek schedule may not be applicable.

Section 4. In the event the Zoo is unexpectedly closed to the public for a portion of its regular operating hours and a Member is instructed to not report to work or vacate Zoo grounds after their workday begins, the Member shall be paid their regular rate of pay for the amount time in the Member’s regularly scheduled shift that the Member was asked to vacate.

ARTICLE 14. PROBATIONARY EMPLOYEES

Employees hired or rehired into positions covered by this Agreement shall be considered as probationary employees. The probationary period shall be for one hundred and eighty (180) days. If Metro Government desires to extend the probationary period of an employee, such probationary period shall be extended for an additional ninety (90) days with written notification to the employee and AFSCME citing the reason for the extension. Except as otherwise provided herein, the Louisville/Metro Government Personnel Policies shall govern probationary employment.

ARTICLE 15. HOLIDAYS

Section 1. Members shall be granted the day off with appropriate pay for the following holidays:

New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September

Thanksgiving Day
Friday Following Thanksgiving
Christmas Day

Fourth Thursday in November
Friday Following Thanksgiving
December 25

Members shall also receive two (2) additional floating holidays off with appropriate pay during each calendar year. The Floating Holidays must be used in full day increments and in the calendar year in which they are accrued. A Member is not paid for floating holidays upon termination of employment. Members hired between January 1 and June 30 will receive both floating holidays their first calendar year of employment. Members hired between July 1 and October 31 will receive one (1) floating holiday their first calendar year of employment.

Section 2. Holiday pay will be at the Member’s regular hourly rate. To be entitled to holiday pay the Member must report for work or receive paid leave on the last day before the holiday, or observed holiday and the first day after the holiday, or observed holiday. For Members who work four (4) days per week, ten (10) hours per day, in which a holiday, or observed holiday occurs, those Members shall be able to use two (2) hours of vacation or personal leave to supplement the eight (8) hour holiday pay. A Member who is required to work on a holiday, or observed holiday shall be paid at one and one-half (1 1/2) times the Member's regular hourly rate of pay. However, overtime premium pay shall not be pyramided. Holidays, or observed holidays shall not be computed as time worked.

Section 3. 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. When a Member works the actual holiday and his/her regular scheduled off day falls on the observed holiday, he/she shall receive holiday pay for the actual holiday worked. Members who work both the actual and observed holiday shall receive holiday pay for both days. Members whose regular scheduled off day falls on the holiday or observed holiday but does not work the actual holiday, or observed holiday shall receive one (1) vacation day accredited to his/her vacation day accrual.

Section 4. In the event that a Member’s regular scheduled work day falls on a holiday in which the Zoo is closed, and the Member is not required to work that day, Members will be given the 8 hours of Holiday Pay for that day.

ARTICLE 16. SICK LEAVE

Section 1. Sick leave shall be granted to a Member when that Member is unable to perform his job duties as a result of sickness or injury or in the case of serious illness in the Member’s immediate family that requires the presence of the Member. Immediate family of the Member will be the Member’s parents, spouse, qualified adult, children, or any relative living with the Member. Any sick leave in excess of two (2) consecutive days in the case of illness in the Member’s immediate family shall require the specific approval of the Zoo Director or designee, in addition to the provision of a doctor’s note. The Member shall be required to notify his/her immediate supervisor or designee of the need for sick leave as close to the start of the Member’s shift as possible, but no later than one (1) hour after the time set for beginning work. Time off for sick leave shall not be computed as time worked for the purpose of overtime.

Section 2. Sick leave with pay shall be granted to all full time Members at the rate of one (1) day per month. Sick leave accumulation shall be unlimited.

Section 3. Members may be granted unpaid sick leave because of sickness or injury, which when added to any other sick leave shall not exceed six (6) months or until all paid leave is exhausted. To be eligible, a Member must have exhausted all paid leave and must have a statement from the primary

treating physician certifying his/her sickness or injury and setting an approximate date of return. A Member on such unpaid sick leave shall not continue to accrue benefits during such leave.

Section 4. Metro Government participates in the Standard Unused Sick Leave Program as provided by the Commonwealth of Kentucky’s County Employees Retirement System KRS 78.616, through which the Member is allowed to use unused sick leave as retirement service credit upon retirement. Any change to the Kentucky Retirement Systems’ Standard Unused Sick Leave Program shall become a part of this Agreement without need for any consultation or amendment.

Section 5. Sick Leave Abuse

- a. In deciding whether sick leave abuse has occurred, Louisville Metro Government may consider factors including, but not limited to, the following:
 - i. consistent use of sick leave as it is accrued;
 - ii. consistent failure to accumulate sick leave accruals;
 - iii. failure to present a valid medical statement from a health care provider when requested to provide one;
 - iv. absence from work, claiming that the employee or an immediate family member (parent, spouse, or child) is ill, when the employee had already requested and been denied time off;
 - v. a pattern of sick leave use in conjunction with scheduled days off;
 - vi. a pattern of sick leave use taken immediately before or after a holiday;
 - vii. a pattern of sick leave use during peak work times or overtime;
 - viii. not following established procedures for requesting sick leave; and
 - ix. use of sick leave for a purpose other than those described in this policy.
- b. Abuse of sick leave shall be grounds for progressive disciplinary action.

Section 6. Sick Incentive

- a. Regular employees are eligible to participate in a Sick Leave Incentive Plan.
- b. Each December, employees with more than eighty (80) accrued sick days shall be eligible to sell to Louisville Metro Government two (2) sick days for one (1) day of pay, with a selling maximum of ten (10) sick days (five [5] days’ pay).
- c. Regular employees shall accrue one half (1/2) of a personal day for each three (3) months without the use of sick leave. Each employee shall accrue one (1) additional personal day after twelve (12) consecutive months without the use of sick leave. This means that, if an employee does not use any sick leave for twelve (12) months, the employee shall earn three (3) personal days. Employees shall not accrue more than ten (10) personal days, nor shall employees be paid for personal days upon termination of employment.
- d. Employees assigned to the Managerial Pay Scale are eligible to accrue only one (1) personal day if they do not use sick leave for twelve (12) consecutive months.

ARTICLE 17 – VACATION LEAVE

Section 1. Vacation leave with pay will be granted to all full-time Members, and vacation time will accrue on a bi-weekly basis in accordance with the following schedule:

Full Years of Service	Annual Accrual Rate
0 - 1 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days

4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

For the purpose of this section, all of a Member’s full-time or part-time regular service with Metro Government, whether continuous or not, shall be recognized in determining the number of years of service with the Zoo. Vacation credit shall only accrue as to current service. Vacation shall not be computed as time worked for purposes of overtime.

Section 2. Members may take vacation leave in the year in which it is earned, provided however, use of vacation leave must be requested in advance by the Member and approved by the Zoo Director or designee prior to use. Under no circumstances shall vacation accumulate to exceed seventy (70) workdays.

Section 3. Members may request vacation leave up to six (6) months in advance of, but no later than two weeks prior to, desired leave dates for requested leave periods lasting three (3) or more days. In the event Members submit leave requests on the same day for the same leave dates, the Member’s Zoo seniority date will be the tie breaker. The Members immediate supervisor or designee will respond to the leave request within two (2) weeks from the date submitted, or the leave request will be automatically approved. Once approved, the leave request cannot be altered and can only be rescinded by the Member except in cases of emergency as determined by the Zoo Director.

Section 4. Upon separation from employment, a Member shall be paid for all accrued, unused vacation leave, not to exceed forty (40) workdays. Such payment will be made in one (1) payment in the final paycheck of the Member. Any former Member compensated upon separation for accrued vacation may not be re-employed by the Zoo in the same or another position until there has been a break in service equal to the amount of paid unused vacation leave.

Section 5. Part-time Members covered by this Agreement shall earn vacation credit on a pro rata basis.

ARTICLE 18. CERTAIN BENEFITS

Section 1. Eligibility for Benefits

Metro Government shall offer all Members any benefit plan offered to other Metro Government employees in accordance with Metro Government’s personnel policies.

Section 2. Indemnification

Metro Government shall comply with the provisions of KRS 65.200 through KRS 65.2006, inclusive, and Metro Code of Ordinances Section 35.180-35.183, concerning legal representation and indemnification.

Section 3. Lunch period/Breaks

A. Members who work at least seventeen and one half (17 ½) hours a workweek shall be granted two (2) compensated fifteen (15) minute break periods, one (1) in the first half of the shift and one (1) in the second half of the shift.

B. Lunch breaks will either be a half (1/2) hour or one (1) hour based upon the needs of the division and the Zoo as a whole. The Zoo shall meet and confer with AFSCME thirty (30) days prior to any change in established lunch breaks for a division.

C. Breaks may not be combined for the purpose of altering the start or end times of a Member's shift.

D. Metro Government will comply with all applicable state and federal laws concerning rest and meal break periods.

Section 4. Tools, vehicles and equipment

Zoo shall furnish and maintain in good condition vehicles, tools, and equipment necessary to perform the job as determined by the Zoo. Members are responsible for the return of such vehicles, tools or equipment as directed by a supervisor or upon termination.

If a Member believes that a vehicle, tool, or other equipment is unsafe and does not meet the requirements of any federal, state, or local laws, he shall report that fact to his immediate supervisor who shall then determine the status of the vehicle, tool or equipment, and confirm such status in writing to the Member.

If the supervisor determines the vehicle, tool or equipment meets the requirements of any Federal, state or local law, then the Member shall operate the vehicle, tool or equipment.

Section 5. Safe working conditions

Metro Government will provide all its Members, insofar as is possible, with safe and healthy working conditions. The Zoo will promote standards of safety and health as are set forth in occupational safety and health standards promulgated by federal, state or local laws.

Section 6. Training

Members and part-time Members who work at least seventeen and one half (17 ½) hours a workweek shall have the right to participate in any Metro Government training program, subject to the approval of the Member's supervisor and a determination of the need for such training for the Member's job classification.

Section 7. Employee assistance program

Members who work at least seventeen and one half (17 ½) hours a workweek shall have access to an Employee Assistance Program provided by Metro Government to all employees. Any requirement of Metro Government to furnish an employee assistance program is conditional upon the budgetary restraints of Metro Government. This section does not require the continuation of the current program.

Section 8. Mileage

Should a Member be required to use his/her personal vehicle to conduct Metro Government business, the Member shall be compensated by receiving the amount of mileage reimbursement designated by Metro Government. Metro Government business shall not include transportation to and from work.

Section 9. Pretax Premium And/Or Dependent Care Account

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

Section 10. Health Insurance

Beginning with the 2024-2025 plan year, Members will have one plan available to them (Metro's designated Managed Choice plan) with a \$0 monthly premium for all available coverage options regarding self, spouse, children, or family options within that plan. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for non-Union Members, the percentage contributions for Members shall decrease to the same level. Louisville Metro Government reserves the right to align its plan designs and rates to remain compliant with federal and state health care reform and IRS regulations.

Section 11. Long Term Disability

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

Section 12. Life Insurance

Metro Government will provide Members with a group life insurance plan with payment upon death or dismemberment of the Member in the amount of coverage equal to one (1) times the Member's annual salary up to fifty thousand dollars (\$50,000.00) according to the terms and conditions of the policy in force at any point in time; provided, however, if the life insurance offered by Metro Government to the non-union employees decreases, the coverage for Members shall decrease to the same level, but shall not decrease to less than fifteen thousand dollars (\$15,000.00) in coverage. The life insurance program, where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at a cost factor to be borne by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

Section 13. Dental Insurance

Metro Government shall offer Members any dental plan offered to other Metro Government employees to be paid through a payroll deduction plan.

Section 14. Vision Insurance

Metro Government shall offer Members any vision plan offered to other Metro Government employees to be paid through a payroll deduction plan.

Section 15. Personnel Policy

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies and any amendments thereto which may be made during the term of this Agreement shall apply to the Members, including, but not limited to: retirement benefits, tuition assistance, worker's compensation, Employee Assistance Program, unemployment insurance, jury duty and witness leave, military training and service, and voting leave, family and medical leave and personal leaves of absence.

Section 16. Uniforms

Metro Government will submit an order to the appropriate vendor for uniforms for each newly hired employee within the first pay period for said employee. Metro Government shall allocate a five-hundred-dollar (\$500.00) annual uniform allowance, to include, but not be limited to, job appropriate footwear, rainwear, inclement weather gear, and other uniforms as required by the Zoo's applicable standard operating procedures for all Members who work at least seventeen and one half (17 ½) hours a workweek required to wear uniforms. Said uniform allowance will be utilized through Zoo Human Resources. Necessary safety equipment as determined by Metro Government to be used in the performance of their work shall be provided at no cost to the Member.

Section 17. Workers Compensation

As authorized by Kentucky Workers Compensation laws and regulations, specifically KRS 342.020, 803 KAR 25:096 and 803 KAR 25:110, Louisville Metro Government has become a part of a managed health care system. Except for emergency medical care, as defined in the foregoing laws, all treatment of work related injuries and illnesses must be obtained through the managed health care system's approved gatekeeper and/or network physicians. Any treatment which is obtained from medical providers who are not approved by the managed health care system will be at the employee's sole expense.

Section 18. Non-Discrimination

In addition to the Metro Government policy 80.02, it is agreed that neither party will discriminate against an individual on their union membership, or lack thereof.

Section 19. Tuition Reimbursement

Metro Government agrees to extend the Metro Government Tuition Reimbursement Plan to Members in the same manner as other Metro Government employees. Once approved, Metro Government shall pay through the current semester.

Section 20. Retirement Plan

Metro Government shall be a participant in the County Employment Retirement System (CERS) for current Members.

Section 21. Voting Leave

Members who are eligible to vote in any election in the Commonwealth of Kentucky, or the State of Indiana, and are scheduled to work during the time voting locations are open, shall be allowed a reasonable time off without pay, not to exceed four (4) hours, in order to vote. Or, with supervisor approval, a Member may use up to four (4) hours of accrued vacation leave for voting leave. Members must request voting leave in writing two (2) days prior to the date of any election. Any Member who exercises this right to voting leave but fails to cast a vote under circumstances which did not prohibit the Member from voting may be subject to disciplinary action.

Section 22. Jury Duty and Witness Leave

Any Member covered by this Agreement who is summoned for jury duty shall be compensated for the time of service required as a juror at the regular rate of pay of the Member. This compensation will be in addition to any remuneration pay by the courts for serving on jury duty. If a Member is released from jury duty for the entire day or before the completion of the workday, the Member is required to report to work. Members who fail to do so shall be considered absent without leave. A Member summoned for jury duty shall have his/her work schedule altered, if necessary, so that the Member shall be placed on a day shift, Monday through Friday, for the duration of the jury duty.

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

Any Member 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. Jury duty and witness leave shall not be counted as time worked for purposes of overtime.

Section 23. Military Leave

Pursuant to KRS 61.396 and KRS 61.394, Members who are in the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave or of any other rights or benefits to which they

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

Section 24. Personal Day

Members shall receive two (2) personal days per fiscal year from July 1 to June 30. The personal day may be requested by any Member with prior notice to the respective Member's supervisor or designee. It is within the sole discretion by the Member's supervisor or designee whether the respective Member's requested personal day may be granted. The personal day must be used in the year in which it has accrued. A personal day shall not be counted as time-worked for purposes of overtime.

Section 25. Funeral leave

A Member shall be given up to three (3) consecutive work days off with full pay in case of death in the Member's immediate family, one (1) of which must be the day of the funeral, or other ceremony. A Member may take additional vacation days or personal days in conjunction with the funeral leave, if requested in writing, and said Member has the accrued time. Such request for this leave will not be unreasonably denied. The Member's immediate family shall include: spouse, qualified adult, children, stepchildren, parents, stepparents, stepsister or stepbrother, sister, brother, grandparents, grandchildren, aunts or uncles, an individual acting in loco parentis to the Member (meaning a person who acts in the role of a parent to a child they have no legal or biological connection to), mother and father-in-laws, sister and brother-in-laws, son-in-law and daughter-in-law, domestic partner, grandparents-in-law, former legal guardian, or individual whose legal residence is the Member's home. Time off for funeral leave shall not be computed as time worked. To receive paid funeral/bereavement leave under this section, a Member shall be required to notify his/her immediate supervisor, division head or designee, as close to the start of the Member's shift as possible, but not later than (1) hour after the time set for beginning work. In no event shall any Member receive funeral leave beyond the day after the funeral. However, with the approval of the immediate supervisor or division head, funeral leave may be extended by using annual leave. When requested, the Member will produce acceptable documentation of the relative's death.

ARTICLE 19. JOB DESCRIPTIONS

The Zoo/Metro Government shall provide to AFSCME job descriptions for all jobs. Except in the case of an emergency, a thirty (30) day notice will be given before any change in job descriptions take effect.

ARTICLE 20. UNAUTHORIZED ACTIVITIES

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

It is agreed that in all cases of unauthorized strikes, slowdowns, walkouts or any other unauthorized cessation of work in violation of this Agreement, AFSCME shall not be liable for damages resulting from such unauthorized acts of its Members. It is agreed that AFSCME shall undertake every reasonable means

to induce said Members to return to their jobs. AFSCME shall make immediate efforts to terminate any strike or stoppage of work that is not authorized by it without assuming liability therefore.

ARTICLE 21. MODIFIED DUTY/RETURN TO WORK (RTW)

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

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

An employee with an offer of a modified assignment is to report to work as directed by the agency head or designee. An employee who has experienced an injury/illness on the job and who does not accept an offer of modified duty may lose his or her worker's compensation pay. Medical expenses will be provided as determined by the Worker's Compensation laws of the Commonwealth of Kentucky. In all cases, both work-related and non-work related, Louisville Metro Government intends to honor its obligations under The Family and Medical Leave Act of 1993 (Reference FMLA- Louisville Metro Government Personnel Policies 16.3).

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

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

ARTICLE 22. DRUG TESTING

Section 1. The Zoo will adhere to Metro Government policy as it relates to drug testing.

Section 2. Members covered by this agreement are afforded the right to Union representation during this process.

ARTICLE 23. ENTIRE AGREEMENT

Section 1. Metro Government and AFSCME shall not be bound by any requirement not specifically stated in this Agreement.

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

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

ARTICLE 24. TERM OF AGREEMENT

The duration of this Agreement shall extend from July 1, 2024, through June 30, 2029, and it shall become effective upon approval of the Metro Council pursuant to LMCO 35.057. The parties agree to commence bargaining on a subsequent Agreement no later than one hundred twenty (120) days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 24 day of MARCH, 2025.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

Signed by:
BY: Craig Greenberg
386EEF13D422475...
Craig Greenberg, Mayor
Date: 3/24/2025

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2629

Signed by:
BY: Saulette Davis
149A5233FA31419...
BUSINESS REPRESENTATIVE
Date: 3/24/2025

APPROVED AS TO FORM:

DocuSigned by:
Dee Baltimore
89F279F6FD9E4FC...
Michael O'Connell
Jefferson County Attorney

ADDENDUM A Wage Schedule

AFSCME Zoo
Effective 7/1/2024

Job Code	Sal Plan	Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
				Start	6 mos	1yrs	3 yrs	5 yrs	7 yrs	9 yrs	11 yrs	13 yrs	15 yrs	17 yrs	18 yrs
033510	U34	01	Zoo Service Clerk	16.65	16.90	17.15	17.41	17.67	17.94	18.21	18.57	18.94	19.32	19.71	20.10
033390	U34	02	Receptionist Z/U	16.98	17.23	17.49	17.76	18.02	18.29	18.57	18.94	19.32	19.70	20.10	20.50
065510	U34	04	Custodian I Z/U	17.32	17.58	17.84	18.11	18.38	18.66	18.94	19.32	19.70	20.10	20.50	20.91
033940	U34	07	Cashier Coordinator Z/U	17.67	17.94	18.20	18.48	18.75	19.04	19.32	19.71	20.10	20.50	20.91	21.33
062660	U34	08	Maint. Worker II Z/U	18.38	18.66	18.94	19.22	19.51	19.80	20.10	20.50	20.91	21.33	21.75	22.19
031220	U34	09	Administrative Assistant Z/U	17.67	17.94	18.20	18.48	18.75	19.04	19.32	19.71	20.10	20.50	20.91	21.33
035330	U34	10	Education Assistant Z/U	17.67	17.94	18.20	18.48	18.75	19.04	19.32	19.71	20.10	20.50	20.91	21.33
025410	U34	10A	Info Systems Technician Z/U	18.38	18.66	18.94	19.22	19.51	19.80	20.10	20.50	20.91	21.33	21.75	22.19
089690	U34	11	Keeper I Z/U	18.40	18.68	18.96	19.24	19.53	19.82	20.12	20.52	20.93	21.35	21.78	22.21
063600	U34	12	Carpenter Z/U	25.25	25.63	26.01	26.40	26.80	27.20	27.61	28.16	28.72	29.30	29.89	30.48
089660	U34	12	Keeper II Z/U	20.30	20.60	20.91	21.23	21.55	21.87	22.20	22.64	23.09	23.56	24.03	24.51
059390	U34	13	Development Specialist Z/U	21.12	21.44	21.76	22.08	22.42	22.75	23.09	23.56	24.03	24.51	25.00	25.50
059370	U34	13	Membership Specialist Z/U	21.12	21.44	21.76	22.08	22.42	22.75	23.09	23.56	24.03	24.51	25.00	25.50
089450	U34	14	Zoo Registrar	23.30	23.65	24.00	24.36	24.73	25.10	25.48	25.99	26.51	27.04	27.58	28.13
015930	U34	15	Payroll Specialist Z/U	23.80	24.16	24.52	24.89	25.26	25.64	26.02	26.54	27.08	27.62	28.17	28.73
072390	U34	16	Horticulturist Worker	21.97	22.30	22.63	22.97	23.32	23.67	24.02	24.50	24.99	25.49	26.00	26.52
079540	U34	17	Auto Maint Mech Z/U	27.86	28.28	28.70	29.13	29.57	30.01	30.46	31.07	31.69	32.33	32.97	33.63
089630	U34	17	Keeper III Z/U	23.30	23.65	24.00	24.36	24.73	25.10	25.48	25.99	26.51	27.04	27.58	28.13
097320	U34	17	Plumber Z/U	26.78	27.18	27.59	28.00	28.42	28.85	29.28	29.87	30.47	31.07	31.70	32.33
089150	U34	18	Zoo LSS Technician	24.74	25.11	25.49	25.87	26.26	26.65	27.05	27.59	28.14	28.71	29.28	29.87
035360	U34	18	Educator I Z/U	23.36	23.71	24.07	24.43	24.79	25.17	25.54	26.05	26.57	27.11	27.65	28.20
063240	U34	19	Zoo Electrician	27.86	28.28	28.70	29.13	29.57	30.01	30.46	31.07	31.69	32.33	32.97	33.63
064600	U34	20	Maint. Mech Z/U	27.86	28.28	28.70	29.13	29.57	30.01	30.46	31.07	31.69	32.33	32.97	33.63
064500	U34	21	Maint. HVAC/Mech Z/U	29.00	29.44	29.88	30.32	30.78	31.24	31.71	32.34	32.99	33.65	34.32	35.01
064500	U34	12	Zoo Vet Assistant	20.30	20.60	20.91	21.23	21.55	21.87	22.20	22.64	23.09	23.56	24.03	24.51