

RESOLUTION NO. 044, SERIES 2026

A RESOLUTION RATIFYING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT (FROM THE DATE OF ITS APPROVAL THROUGH JUNE 30, 2030) BETWEEN LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3425 ("AFSCME") RELATING TO WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT OF ITS EMPLOYEES IN THE LOUISVILLE FREE PUBLIC LIBRARY DEPARTMENT.

SPONSORED BY: COUNCIL MEMBER RENO-WEBER

WHEREAS, a Collective Bargaining Agreement has been reached between Louisville/Jefferson County Metro Government and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3425 ("AFSCME") concerning wages, hours, and terms and conditions of employment of its Employees in the Louisville Free Public Library Department, to be effective from the date of its approval through June 30, 2030; and

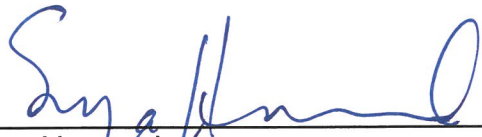
WHEREAS, pursuant to LMCO § 35.057, upon agreement between the parties to the Collective Bargaining Agreement, the Legislative Council of the Louisville/Jefferson County Metro Government must approve a resolution for the agreement to become final and binding.

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

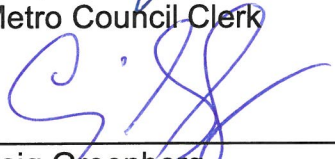
SECTION I: The Collective Bargaining Agreement between Louisville/Jefferson County Metro Government and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3425 ("AFSCME") concerning wages, hours, and terms and conditions of employment of its Employees in the Louisville Free Public Library

Department to be effective from the date of its approval through June 30, 2030 be, and hereby is, approved. A copy of the Collective Bargaining Agreement is attached hereto.

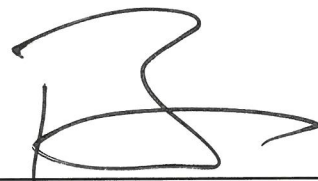
SECTION II: This Resolution shall take effect upon its passage and approval or otherwise becoming law.



Sonya Harward
Metro Council Clerk



Craig Greenberg
Mayor



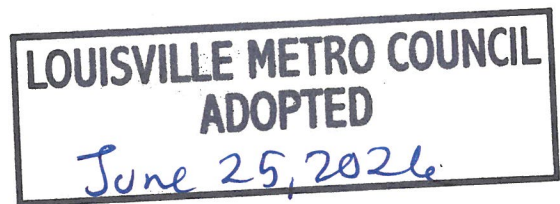
Brent Ackerson
President of the Council

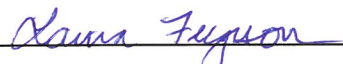


Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney



BY: _____

R-074-26 CBA Metro and AFSCME Local 3425 Library v.1 – 6.4.26 - hh

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

AND

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

LOUISVILLE FREE PUBLIC LIBRARY

EFFECTIVE DATE: _____

EXPIRATION DATE: JUNE 30, 2030

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this ____ day of _____, 2026, by and between LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (hereinafter referred to as "Metro Government"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3425 (hereinafter referred to as "AFSCME") and has as its purpose to promote and maintain an excellent relationship between Metro Government and AFSCME.

ARTICLE 1. SCOPE

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

Section 2. As used in this Agreement, "Members" means non-probationary, non-supervisory, regular employees of the Library for whom AFSCME Local 3425 (hereafter referred to as "AFSCME") is the recognized bargaining representative by LMCO §35.051. Nothing contained herein is intended to limit the rights of Members or intended to limit the rights of Metro Government as provided by law. Now, therefore, the parties agree to be bound by the following terms and conditions.

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

ARTICLE 2. SUBORDINATION

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

ARTICLE 3. DISCRIMINATION

Metro Government and AFSCME shall not discriminate on the basis of any category protected by federal, state or local law.

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 their personnel file upon request, including their Employee Action Form (EAF) and any changes made to the Member's EAF. AFSCME Representatives, with written permission from a Member, shall have the right to review the contents of the Member's personnel file, including their EAF. 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.

Section 2. The check-off of regular AFSCME membership dues and any initiation fees for new Members shall be made only on the basis of written authorization signed by the Member from whose pay the membership dues and initiation fees will be deducted. Members wishing to revoke their AFSCME membership must notify Metro Government and AFSCME expressly and individually, in writing, that such dues are not to be deducted.

Section 3. AFSCME dues shall be deducted biweekly in an amount certified by AFSCME. All AFSCME dues and fees 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. 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. AFSCME shall notify Metro Government of the cost of representation by AFSCME at least thirty (30) days prior to the initial deduction.

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

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

Section 7. Metro Government also agrees to provide new Library employees who are in the bargaining unit with the information about AFSCME supplied to it by AFSCME as a part

of the employee's orientation package and to provide new employees with the names of the AFSCME stewards. This information may be transmitted electronically.

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

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

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

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

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

Section 10. Any changes to contract during contract duration shall be supplied to AFSCME by Metro Government electronically.

Section 11. No Metro Government employee is authorized to enter into any agreement or contract with the Members, individually or collectively, which conflicts with the terms of this Agreement.

Section 12. Metro Government shall provide to AFSCME job descriptions of positions covered by this Agreement upon request. Metro Government shall notify AFSCME of changes to job descriptions of positions covered by this Agreement in writing within thirty (30) days.

Section 13. Metro Government shall notify AFSCME of its decision to establish any new classifications for positions that may be covered by this Agreement. The Library and the Union will meet within one (1) month to review the classification specifications. If the parties cannot agree on the classification being included or not included in the bargaining unit, the question shall be submitted to the Executive Director of Louisville Labor/Management Committee for resolution.

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

Section 15. Right to Work: 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.

ARTICLE 6. UNION BUSINESS AND UNION STEWARDS

Section 1. Contract Negotiations

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

Section 2. Stewards

- a. AFSCME shall designate twelve (12) stewards for the bargaining unit representing Members. Each steward shall be elected from and serve within the following designated areas:
- i. one (1) steward from each geographic region of the branches, i.e., Northeast (1), Southwest (1), West (1) and South Central (1).
 - ii. main (2)
 - iii. one (1) from business, personnel, community relations, content management, facilities, and computer services.
 - iv. four (4) stewards at large
 - v. one (1) chief steward from any location.
 - vi. In the event a new location opens or a location closes, can be amended per mutual agreement between Louisville Metro and AFSCME.

If a steward vacates their position between elections, stewards will be appointed by the Union's Executive Board. AFSCME shall notify the Library Director or designee of any change in Members serving as stewards within five (5) days of such change.

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

- b. Metro Government agrees to grant reasonable time off with pay for a maximum cumulative allotment of fifty (50) working days per year for stewards to attend official Union conferences, Union conventions, or Union meetings. Two (2) weeks prior notice is required to

request this leave, with the approval of the Library Director or designee. Such request for time off shall not be unreasonably withheld.

- c. The duties of the stewards shall be limited to:
 - i. The investigation and/or presentation of grievances, however, this work cannot be done when the steward is assigned to a public services desk.
 - ii. The transmission of such messages and information which shall originate with, and are authorized by the AFSCME or its officers, provided that such messages and information have been reduced to writing or if not reduced to writing are of a routine nature and further, such messages and information do not involve work stoppages, slowdowns, refusal to handle work assigned, and/or any other interferences with the Library business.
 - iii. Union Orientation: The Union will be allowed thirty (30) minutes to meet with any eligible employees, within their probationary period, to make a presentation regarding Union membership.
 - iv. The administration of the Agreement.

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

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

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

Section 3. Union Access

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

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

b. Access to work locations. The Union President, Vice President, and stewards shall be allowed access to work locations with supervisor approval at any reasonable time in order to

represent Members. With reasonable notice to the Library Director and with the approval of the Library Director or their designee, a non-employee representative of AFSCME shall be allowed access to work locations not accessible to the general public, however, this cannot disrupt Library services. The Union President, Vice President, stewards, and non-employee representatives of AFSCME are allowed in public areas without approval of Library Administration and may reserve Library meeting rooms for meetings that comply with Library meeting room policies.

Section 4. Unpaid leaves approved.

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

Section 5. Notice of new hires.

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

Section 6. Notice of policy changes

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

Section 7. Labor Management Committee

Library and AFSCME will meet no fewer than four (4) times a calendar year for the purpose of discussing issues important to both. This meeting shall be for two (2) hours unless the parties mutually agree to shorten or extend the length. This meeting shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change this Agreement. The issues that may be discussed include workplace safety, job classifications, training needs, staffing concerns, and other general issues.

ARTICLE 7. CORRECTIVE ACTION

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. Disciplinary actions must be in writing and must inform the Member of the opportunity to grieve the action in accordance with this Agreement. Suspensions and terminations must be reviewed by the Director of Human Resources or designee. Any disciplinary action shall be reasonable and commensurate with the offense. Any disciplinary action taken for minor infractions shall be progressive. Metro Government shall have forty-five (45) days from the date that Metro Government's representative knew of a Member infraction to impose discipline for any infraction that may have occurred.

Any Member found by Metro Government to have violated a major offense, including but not limited, to those listed in Metro Personnel Policy 180.03(2), may be disciplined accordingly up to and including termination for the first offense. Such major offenses may not be subject to progressive discipline.

Section 2. In cases of minor infractions, efforts may be made to correct the Member through coaching and other non-disciplinary means. The Library may maintain a written record of these non-disciplinary discussions. Coaching sessions are not discipline and, therefore, not subject to the grievance process.

Section 3. Metro Government will follow the principle of progressive discipline with regard to minor infractions. Progressive discipline begins with a written warning, defined in (a) below, and progressing through (d) for each infraction of a like nature.

Progressive discipline may not consider infractions older than one year. Progressive action will only be advanced when the incident is of like nature.

If a final decision is made to impose discipline, the Member shall be notified in writing within fourteen (14) calendar days of the decision unless a mutually agreed to extension is granted. The Member shall be notified at least one scheduled work day prior to a disciplinary meeting. The notification will include notice of a member's right to representation and will include the staff myLFPL.org link. Any type of notice reasonable under the circumstances will be sufficient, including but not limited to, in person, written, electronic, or telephonic.

Once a month, the Union President, Vice President, and Chief Steward will receive a list of all member discipline(s) that has occurred in the preceding month. The list shall include the number of disciplines at each branch, and whether the member had steward representation.

Section 4. Progressive Disciplinary Action

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

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

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

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

Section 5. A Member shall have the right to have one (1) AFSCME representative, present at any disciplinary action meeting. Members must choose a representative from the list of stewards for their location for Warnings and Reprimands. If one is not available, then an officer, chief steward, or steward at large will provide representation. In the case of a Suspension or Dismissal, a member may choose a representative from the list of stewards for their location, an officer, chief steward, steward at large, or a non-metro AFSCME representative. If Members choose to waive their right to union representation at a discipline hearing, they will sign a document affirming this decision. The signed declination will be added to the member's employee file and the member will be given a copy.

If camera footage is to be used for discipline, the footage must be shown to the member and their representative, if any in attendance, at the corresponding discipline meeting.

An approved online collaboration and meeting platform (i.e. WebEx, Teams, Zoom, or a similar approved program), may be used, when possible, to represent a Member who requests representation at a disciplinary meeting.

Section 6. If a grievance of a disciplinary action results in a withdrawal or change of such disciplinary action, the record of the disciplinary action shall be changed or removed from the Member's file to reflect the results of the grievance.

ARTICLE 8. GRIEVANCE PROCEDURE

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

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

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

Written grievances provided for herein must contain the following:

- (a) Signature(s) of the grievant(s)
- (b) Specific statement of allegation or violation – Article # and section in CBA;
- (c) Synopsis of the facts giving rise to the alleged violations;
- (d) Date of alleged violation;

- (e) Specific relief or remedy request;
- (f) Signature of Employer Representative;
- (g) Written grievances that contain derogatory comments will not be processed

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

- Step 1. Grievances shall be filed within fourteen (14) calendar days of the aggrieved event. Then, the Member and AFSCME shall meet with the Member's most immediate supervisor outside of the bargaining unit during the Member's regularly scheduled work period and attempt to resolve the grievance. This conference shall be held during the Member's regularly scheduled work period within fourteen (14) calendar days of the receipt of the grievance. If a resolution is reached, the written resolution will be sent to the Member, steward, and Union President via electronic mail.
- Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within ten (10) calendar days of the conference, request, in writing, a conference with the Library Director or designee. This conference shall be held during the Member's regularly scheduled work period with the Library Director or designee within fourteen (14) calendar days of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten (10) calendar days of the conference. The Member's AFSCME representation at this step shall be limited to one (1) steward and/or employee-officer and one (1) non-employee representative. If a resolution is reached, the written resolution will be sent to the Member, steward, and Union President via electronic mail.
- Step 3. If after this conference, the grievance is still not resolved, within ten (10) calendar days of receipt of the Library Director's or designee's written answer, the Member and AFSCME may forward the written grievance to the Director of Human Resources. The Director of Human Resources, or designee, may schedule a conference with the aggrieved Member and AFSCME to assist in resolving the grievance. The Member's AFSCME representation at this and all subsequent steps in this grievance procedure is limited to one (1) steward and/or union officer and two (2) non-employee representatives, inclusive of an attorney if used. Within thirty (30) calendar days of receipt of the grievance, the Human Resources Director will make a determination and advise the Library Director or designee and the Member and AFSCME of the decision in writing.
- Step 4. Mediation: If the Member and AFSCME are still aggrieved after the decision of the Director of Human Resources, the Member and AFSCME may request mediation by the Louisville Labor Management Committee within fourteen (14) calendar days of the receipt of the Step 3 answer. The Committee shall endeavor to get both parties to reach an agreement solely by the mediation process. Should mediation fail to resolve the grievance at this step, either party may request a written advisory report from the Committee. The written advisory report shall be given to the party within fourteen (14) calendar days of the request.

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

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. For either of those two exceptions, the parties may seek judicial review, de novo, under Kentucky law, if adverse.

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, including the grievant, stewards, employee-officers, and any employee witnesses involved in any presentations, meetings, conferences or hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any Member for any of the above listed proceedings.

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

ARTICLE 9. SENIORITY

Section 1. The principle of seniority is sound and seniority rights shall prevail. Seniority of a Member begins with the most recent date of employment with the Library, provided,

however, all probationary employees must have completed their probationary period after which their seniority shall then revert back to the most recent date of employment with the Library. In the case that two or more Members have the same hire date, seniority shall be determined by the Employee's ID number, with the Member who has the lower number being assigned higher seniority.

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

- (a) discharged for cause and does not successfully grieve in order to return to work;
- (b) resigns voluntarily, or retires;
- (c) laid-off and not recalled within two (2) years of such layoff;
- (d) or fails to return to work by recall subsequent to a lay-off within fourteen (14) business days after having been notified to do so by phone call to last known phone number and certified mail to last known address.

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

Section 3. The Library shall post on the staff Intranet and furnish the Union President, Vice President and Chief Steward with an updated Seniority Roster for Members under this Agreement every three (3) months.

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

ARTICLE 10. FILLING VACANCIES AND PROMOTIONS

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

1. The Director can choose to laterally transfer a Member to fill the vacancy.
2. It is agreed that the Library shall notify the Union within two (2) weeks of its intent not to fill a vacancy. Pending permanent job award, it is agreed that the Director shall have the right to fill a vacancy temporarily for up to ninety (90) days.
3. If the vacancy is not filled (by step 1), a notice of a vacancy to be filled shall be posted for seven (7) business days in conspicuous locations appropriate for such notice in Library facilities. Applicants should provide an updated resume with their bid. Applications for lateral transfers, voluntary demotions and promotions will be accepted. Voluntary demotions will be considered first, then lateral transfers of all applicants within the classification, regardless of full-time or part-time status, then promotions, considered by seniority. The Director shall have the right to determine the Member to fill any job vacancy (lateral transfer) but shall give due regard to the seniority of the applicants.
4. Should there be reorganization in the Library or should there be a closing of a branch or branches, the Director shall notify the Union, and the affected Members forty-five (45) calendar days prior to the reorganization or closing, if the governmental process permits.
5. The Director shall give the Union, and the affected Member a minimum notification of forty-eight (48) hours prior to any permanent transfer.