

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: 4/14/2011

EXPIRATION DATE: JUNE 30, 2014

PREAMBLE	3	
ARTICLE 1.	SCOPE	3
ARTICLE 2.	SUBORDINATION	3
ARTICLE 3.	GENDER	4
ARTICLE 4.	PERSONNEL FILES	4
ARTICLE 5.	UNION SECURITY	4
ARTICLE 6.	UNION BUSINESS AND UNION STEWARDS	6
ARTICLE 7.	DISCIPLINE	8
ARTICLE 8.	GRIEVANCE PROCEDURE.....	10
ARTICLE 9.	SENIORITY.....	12
ARTICLE 10.	FILLING VACANCIES AND PROMOTIONS.....	12
ARTICLE 11.	TRANSFERS	13
ARTICLE 12.	LAYOFF AND RECALL	13
ARTICLE 13.	SALARY SCHEDULE AND LONGEVITY.....	14
ARTICLE 14.	WORK WEEK AND OVERTIME	17
ARTICLE 15.	CALL OUT PAY.....	18
ARTICLE 16.	PROBATIONARY EMPLOYEES.....	18
ARTICLE 17.	PERSONNEL POLICY	18
ARTICLE 18.	CERTAIN FRINGE BENEFITS.....	18
A.	Life Insurance	19
B.	Pretax Premium And/Or Dependant Care Account.....	19
C.	Health Insurance.....	19
D.	Long Term Disability.....	19
E.	Sick Leave	19
F.	Employee assistance program	20
G.	Safe working conditions	20
H.	Holidays	21
I.	Vacations.....	21
J.	Work on Higher Rated Jobs.....	22
K.	Work breaks.....	22
L.	Tools, vehicles and equipment	23
M.	Workers Compensation	23
N.	Dental Insurance.....	23
O.	Funeral Leave	23
P.	Part-time benefits	24
Q.	Pension.....	24
R.	Leave of Absence	24
S.	Derby Day	24
ARTICLE 19.	PERSONAL DAY	24
ARTICLE 20.	NEPOTISM.....	25
ARTICLE 21.	UNAUTHORIZED ACTIVITIES.....	25
ARTICLE 22.	ERODING THE BARGAINING UNIT AND SUBCONTRACTING	
	25	
ARTICLE 23.	ENTIRE AGREEMENT	26
ARTICLE 24.	TERM OF AGREEMENT	26

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter referred to as "Agreement") has been entered into this 14th day of April, 2011 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 was recognized as the bargaining representative by LMCO §35.076. 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. It is expressly intended that the duties, responsibilities and functions of the 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. The Metro

Government/Library will furnish AFSCME with an electronic copy of all rules and regulations.

ARTICLE 3. GENDER

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

ARTICLE 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. AFSCME 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. All Members who do not join AFSCME, however, shall be required to pay their fair share of the cost of representation by AFSCME, the amount of which shall be determined as set forth in LMCO Section 35.056.

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 the Metro Government and AFSCME expressly and individually, in writing by certified mail that such dues are not to be deducted. A fair share fee shall be deducted from Members' wages and remitted to AFSCME, with or without written authorization by the Member. The date for the commencement of the fair share deduction shall be determined by AFSCME with appropriate advance notice given to the Metro Government and affected Members.

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

Section 4. AFSCME membership dues and fair share fees 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 or fair share fees at least thirty (30) days prior to the initial deduction. AFSCME shall notify the Metro Government of the cost of representation by AFSCME

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

Section 5. AFSCME shall hold the Metro Government harmless against any claims, legal or otherwise, which may arise from these dues or fair share 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 either membership fees or fair share amount 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.

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. Metro Government and AFSCME shall share equally the cost of printing this Agreement, and 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. Metro Government shall notify AFSCME of its decision to establish any new classifications for positions covered by this Agreement.

Section 13. 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.

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) branch or department of the Main Library, with the exception that two (2) members may be from the Main Library Reference Department. 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., east (1), southeast (1), west (1), southwest (1);
- ii. main (2)
- iii. one (1) from business and personnel, collection services, physical facilities.
- iv. five (5) stewards at large

AFSCME may appoint one (1) alternate to substitute for all of the twelve (12) stewards when: 1) any steward is on a week or more vacation; or, (2) any steward is on sick leave or other leave, for more than a one week period of time; or (3) to fill in for an absent steward in suspension or termination proceedings. In addition, AFSCME may appoint a Chief Steward from among the twelve (12) stewards who would be permitted to substitute for the one (1) alternate steward at such time as the alternate steward is: 1) on

one week or more vacation; or, 2) on sick or other leave for more than a one week period of time; or, 3) to fill in for an absent alternate steward in suspension or termination proceedings. 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 stewards, union president and vice president 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 ten (10) working days per year for stewards to attend official Union conferences, conventions or meetings. Two 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.

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. The administration of the Agreement.

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 and the permission of the supervisor shall not be unreasonably withheld.

d. During regular working hours, the steward shall be compensated at his 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 his 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, 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 a Union President or his designee and copies of any material so electronically mailed shall likewise be furnished to the Library Director or his designee prior to distribution.

b. Access to work locations. Stewards and the AFSCME President 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 his designee, a non-employee representative of AFSCME shall be allowed access to work locations not accessible to the general public.

Section 4. Unpaid leaves approved.

Upon the approval of the Library Director or designee and at the request of AFSCME, one Member per unit who is elected or appointed to a full-time position with AFSCME may be granted leave without pay, which approval shall not be unreasonably withheld. Any such Member granted leave shall be reinstated without loss of seniority to his former position within two 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 AFSCME Representative 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 times a calendar year for the purpose of discussing issues important to both. 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 work place safety, job classifications, training needs, staffing concerns and other general issues.

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. 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 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.

No previous records or charges against a Member may be considered except those brought within the immediate preceding one (1) 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 and Union shall be notified in writing within fourteen (14) calendar days unless a mutually agreed to extension is granted.

a. COUNSELING: In cases of minor infractions, efforts will be made to correct the Member through counseling and other non-punitive means. The Library may maintain a written record of such counseling.

b. 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 his Steward. 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.

c. 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 his Steward. 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.

d. 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.

e. 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 2. A Member shall have the right to have one AFSCME representative, either a steward or an officer, with him at any disciplinary meeting.

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.

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. 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 an AFSCME staff representative, steward or an officer with him at any disciplinary or grievance proceeding.

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

- Step 1. Within five (5) workdays of the aggrieved event, 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.
- Step 2. If the grievance is not satisfactorily resolved at that level, the Member and AFSCME may, within seven (7) workdays 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 ten (10) days of the request. The Director or designee shall give a written answer to the Member and AFSCME within ten (10) 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 non-employee representative.
- Step 3. If after this conference, the grievance is still not resolved, within seven (7) workdays 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 steward and/or employee-officer and two (2) non-employee representatives, inclusive of an attorney if used. Within thirty (30) 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 ten (10) working 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 ten (10) working days of the request.

Step 5. Advisory Arbitration: If the grievance is not resolved within the ten (10) working 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 or the Federal Mediation and Conciliation Service. 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 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.

The Director of Human Resources, after consulting with the Mayor, will then advise the Member whether the determination and recommendation of the Arbitrator will be accepted.

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. 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.

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

- (a) Discharged for cause;
- (b) Resigns voluntarily;
- (c) Laid-off for lack of work and not recalled within two (2) years of such layoff;
- (d) or fails to return to work by recall subsequent to a lay-off within five (5) days after having been notified to do so by certified mail to last known address.

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

Section 3. The Library shall post and furnish AFSCME with an updated Seniority Roster for Members under this Agreement every six (6) 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

Section 1. 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. If the vacancy is not filled (by step 1), a notice of a vacancy to be filled shall be posted for five (5) working days in conspicuous locations appropriate for such notice in Library facilities. Both applications for lateral transfers and promotions will be accepted. Lateral transfers will be considered first. 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.

3. If the vacancy is not filled by lateral transfer, the promotional applications will be reviewed. The Library shall award the position to the Member requesting a promotion to the job who meets the posted qualifications and has the most seniority.

The Union shall be notified as to the names of all applicants in the bargaining unit applying for the job, and the name of the Member awarded the job.

Section 2. It is agreed that the Library shall notify the Union within two (2) weeks of its intent to fill or not 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.

Section 3. 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) days prior to the reorganization or closing, if the governmental process permits.

Section 4. In the situation where a job is posted per the terms of this Article, and a Member(s) requests a voluntary demotion to that job, the following shall apply: the procedure as outlined in the Article will be followed. No consideration will be given to requests for a voluntary demotion unless this procedure results in no lateral transfer or promotion being made. If no lateral transfer or promotion is made, the director shall have the right to determine the Member to fill any job vacancy (voluntary demotion), but shall give due regard to the seniority of the applicant.

ARTICLE 11. TRANSFERS

Transfers shall not be made for disciplinary or punitive reasons.

ARTICLE 12. LAYOFF AND RECALL

Section 1. If a reduction in the workforce is necessary, Metro Government shall notify the affected Members and AFSCME President as soon as practical.

Section 2. Seasonal, temporary, probationary and part-time Members shall be laid off first. Next, Members with the least seniority in a classification shall be laid off. However, Metro Government may allow Members in the appropriate classification who volunteer to resign, retire, be demoted or change to part-time to off-set layoffs.

Section 3. A Member receiving notice of being laid off may exercise seniority to replace a Member with less seniority in the same or lower wage classification. The Member must meet the posted qualifications of the position being taken. A Member exercising seniority upon lay-off or upon being transferred as a consequence of layoff to a lower paid position shall take the wage rate of the position being taken.

Section 4. Members laid off will retain and accumulate seniority rights during such layoff.

Section 5. 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 6. AFSCME will be furnished copies of all official layoff and recall notices to the affected Member(s).

Section 7. AFSCME officers and stewards at the time of a layoff shall hold “super seniority” for purposes of the layoff only.

ARTICLE 13. SALARY SCHEDULE AND LONGEVITY

Section 1. For Fiscal Years 2009-2010, the base hourly rate of the Members shall be as follows:

<u>Job Code</u>	<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
		<u>0-1 yr</u>	<u>1-3 yrs</u>	<u>3-6 yrs</u>	<u>6+ yrs</u>
015450	Account Clerk II - Library	12.67	13.28	13.95	14.67
026780	Computer Operator	16.17	16.95	17.78	18.67
026780	Computer Operator (Part-Time)	16.17			
065540	Custodian I (Part-Time)*	10.47			
057630	Graphic Artist	17.32	18.17	19.07	20.02
037330	Librarian	19.28	20.19	21.11	22.16
037510	Library Assistant	14.67	15.37	16.17	16.95
037510	Library Assistant (Part-Time)	14.67			
037750	Library Clerk	11.58	12.11	12.67	13.28
037720	Library Clerk - Tech. Svc.	11.58	12.11	12.67	13.28
037750	Library Clerk (Part-Time)	11.58			
034630	Library Courier	11.58	12.11	12.67	13.28
037810	Library Page (Full-Time)	9.53	10.01	10.51	11.04
037810	Library Page (Part-Time)*	7.25			
037660	Library Technician	12.67	13.28	13.95	14.67
064630	Maintenance Mechanic - Library	18.14	19.06	19.95	20.94
062750	Maintenance Worker I	11.58	12.11	12.67	13.28
062690	Maintenance Worker II	12.87	13.48	14.17	14.84
062680	Maintenance Worker III	15.37	16.17	16.95	17.78
025870	Personal Computer Analyst II	21.88	22.97	24.11	25.29
029720	Print & Audio Equip. Operator	16.09	16.89	17.74	18.63

Section 2. Members shall be placed on the pay grade of the salary schedule based upon the number of years the Member has served in their specific job classification. Regular full-time Members shall automatically progress through the steps of the salary schedule based upon time within the job classification, except for red-circled Members as defined in this Article. Red Circle is a term used to indicate a temporary

freeze in the step increases of a Member whose current rate of pay exceeds the amount designated for his/her step in the salary schedule for their classification. When the Member's pay rate no longer exceeds the pay designated for his/her step, then the Member shall resume receiving step increases. Provided, however, Members will lose one year of longevity credit on the first year they are eligible for a step increase during the term of this Agreement. Part-time Members do not progress through the steps of the salary schedule.

Section 3. On July 1, 2010, the hourly base pay rates on wage schedule above shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (90) days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or;
2%.

On July 1, 2011, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (90) days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or;
- b) 2%.

On July 1, 2012, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (90) days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or ;
- b) 2%.

On July 1, 2013, the hourly base pay rates on the wage schedule above shall be increased by the greater of the following:

- a) by a percentage equal to one-half of the percentage increase in the occupational license fee revenue received by Metro Government from the Revenue Commission for the then most recently concluding fiscal

year as estimated in Metro Government's Annual Budget Document and confirmed within ninety (90) days of the close of the fiscal year and retroactively added to the hourly rate so to be effective on July 1 of the respective fiscal year, or;

b) 2%.

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

Section 4. Longevity

For Fiscal Years 2010-2011 regular full-time Members shall receive annual longevity in the following amounts:

<u>Years of Continuous Service With the Library</u>	<u>Annual Longevity Pay</u>
Less than 2 years	\$ 0.00
2 years and after, but less than 5 years	\$ 50.00
5 years and after, but less than 10 years	\$100.00
10 years and after, but less than 15 years	\$250.00
15 years and after	\$350.00

For Fiscal Year 2011-2012 and for subsequent fiscal years under this Agreement, regular full-time Members shall receive annual longevity in the following amounts:

<u>Years of Continuous Service With the Library</u>	<u>Annual Longevity Pay</u>
Less than 2 years	\$ 0.00
2 years and after, but less than 5 years	\$ 50.00
5 years and after, but less than 10 years	\$200.00
10 years and after, but less than 15 years	\$350.00
15 years and after	\$500.00

Longevity pay shall be calculated as of the first (1st) day of November each year and payable the first pay period in December of that respective year. Only those

Members employed with the Library as of the first (1st) day of November and the first pay period in December of each year shall receive such pay. No part-time Member shall be eligible for such longevity pay.

Section 5. Full time and part time regular Members shall be paid, in addition to the hourly rates herein, twenty-five (\$.25) cents per hour for hours worked beyond 5:00 P.M. Flexible scheduling will continue in the Collection Services Department on the same basis as currently exists. The shift differential shall not apply when using a flex schedule.

Section 6. No Member who is not employed by the Library on the effective date of this Agreement shall receive, nor be eligible or entitled to receive any benefit, economic or non-economic, of any kind or nature, granted under this Agreement.

ARTICLE 14. WORK WEEK AND OVERTIME

Section 1. All regular full-time Members, including Members working the Bookmobile, shall work a forty (40) hour workweek consisting of five (5) workdays. All regular part-time Members work less than a forty-hour week at the discretion of Metro Government. Members shall have a regular starting time.

Section 2. Member shall be paid one and one half (1 1/2) times the Member's regular hourly rate for all hours worked in excess of forty (40) hours per week. Any hours worked on Sunday will be paid at the rate of one and one half (1 1/2) times the Member's regular rate of pay.

Section 3. Without interrupting an uncompleted job in progress, overtime shall be offered on the basis of seniority to the most senior Member within a classification at the location in which overtime is needed. The Library will make a good faith effort to ensure that Saturday, Sunday and overtime work will be distributed on a rotational basis by qualification and seniority. Should all Members contacted concerning an opportunity for overtime refuse such overtime, then the Member with the lowest seniority capable of doing the work will be required to work the overtime. Overtime premium pay shall not be pyramided.

Section 4. Members who are interested in overtime and call out work shall provide a working phone number to the Library Director or designee.

Section 5. Overtime earned shall be reported and paid in fifteen (15) minute increments. Members working seven minutes or less of overtime shall receive no payment. Members working eight or more minutes of overtime shall receive payment for fifteen minutes of overtime.

ARTICLE 15. CALL OUT PAY

Section 1. All hours worked on a call out, which occurs at a time outside of a Member's regularly scheduled hours of work, when a Member has left the work premises and is contacted at home, etc., shall be paid for at one and one-half (1 1/2) times the Member's regular hourly rate. The Member shall be paid a minimum of three (3) 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 three (3) hours minimum period.

Section 2. Both the Library and AFSCME agree that call-out pay will not be defined as that regularly scheduled overtime or unscheduled over-time. Regularly scheduled overtime will mean that overtime which is scheduled on a weekly basis beyond the hours normally worked by the Member. Unscheduled overtime will be those hours which are worked by a Member beyond the regularly scheduled hours worked as requested by the Library and the Member is informed at work about the requirement about performing those specific hours of overtime either before or after the normally scheduled shift for which the respective Member had not been so informed at the beginning of the work week.

ARTICLE 16. PROBATIONARY EMPLOYEES

Employees hired or rehired into positions covered by this Agreement shall be considered as probationary employees. The probationary period shall be for ninety (90) 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 of 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 17. PERSONNEL POLICY

Unless superseded by specific reference in this Agreement, the provisions of Metro Government's Personnel Policies herein listed as are in effect at the time of entering into this Agreement shall apply to the Members, whether such provisions of the Metro Government's Personnel Policies are hereafter amended.

ARTICLE 18. CERTAIN FRINGE BENEFITS

Except as otherwise provided herein, the provisions of Metro Government's Personnel Policies concerning benefits in place upon the approval of this Agreement, shall apply to the Members.

A. Life Insurance

Metro Government shall provide to all full time Members life insurance in the amount of \$15,000. The life insurance program where permitted by law and subject to eligibility rules of the Metro Government's insurance plan, provides the opportunity for Members to purchase at their own expense, additional insurance. It is agreed that Members may also purchase life insurance for dependents where the Metro Government so provides such insurance and at cost factor to be born by the Members for such dependent life insurance, all in accordance with the terms and conditions of the eligibility rules of the Metro Government plan.

B. Pretax Premium And/Or Dependant Care Account

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

C. Health Insurance

Metro Government shall provide to all full-time Members health insurance pursuant to this paragraph. There shall be an annual enrollment period for election to join an available plan or switch coverage among the available plans. Effective January 1, 2010, and thereafter during the term of this Agreement, Metro Government shall contribute 100% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for employee-only coverage. Metro Government shall contribute 90% of the premium cost for the designated plan offered by Metro Government toward the premium for the plan selected by the Member to cover a spouse or eligible dependent children. Metro Government shall contribute 75% of the premium cost for the designated plan offered by Metro Government toward the plan selected by the Member for full family coverage. Provided, however, if the percentage contributions by Metro Government toward the cost of health insurance shall decrease for non-union employees, the percentage contributions for Members shall decrease to the same level.

D. 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.

E. Sick Leave

Sick leave with pay shall be granted to all full-time Members at the rate of one regular workday per each month of service, and for all part-time Members at the rate of one of their regular workdays (i.e., four hours) per each of service. Sick leave accumulation shall be unlimited. Sick leave shall be granted to a Member when that Member is incapacitated from the performance of job duties as a result of sickness or injury or in the case of serious illness in the Member's immediate family which requires the presence of the Member. Immediate family of the Member will be the Member's children, spouse, parents, step parents, grandparents and any other relatives of the Member living in the Member's household. 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 head of the department or division of the department in which the Member works. The Member shall be required to notify his/her immediate supervisor or designee 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.

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

Time off for sick leave shall be computed as time worked for purposes of overtime.

Members may be granted unpaid sick leave days (not to exceed one (1) year) because of sickness or injury. To be eligible, a Member must have exhausted all sick leave and vacation time 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.

If a Member abuses sick leave, the Member (after consultation by the Library with the Union and the Member) may be required to furnish medical proof of the necessity for such sick leave. Future sick leave taken and failure to furnish medical proof of the necessity of sick leave when requested may be grounds for progressive discipline action. If the Member's record improves, the Member shall be considered removed from the progressive discipline process. Metro Government reserves the right in all cases of illness or injury to require examination by a physician of its choice.

Sick Leave Incentive Program. Members are eligible to participate in the Sick Leave Incentive Plan.

a. Each December, accumulated sick days above eighty (80) are eligible to be sold to Metro Government at the rate of two (2) sick days to one (1) day of pay to a maximum of ten (10) sick days (five (5) days pay) per year.

b. Regular Members will accrue one half (1/2) of a personal day for each three (3) months without the use of any sick leave. An additional personal day will accrue for each twelve (12) consecutive month period without the use of sick leave. Members are eligible to earn three (3) personal days per twelve (12) month period. Members may not accrue more than ten (10) personal days, nor will Members be paid for personal days upon termination of employment.

F. Employee assistance program

Members 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.

G. Safe working conditions

Metro Government will provide Members, insofar as possible, with safe and healthy working conditions. Metro Government shall comply with occupational safety and health standards promulgated by federal, state or local laws. Whenever a Member is

late due to a weather related emergency declared by Metro Government, he/she may be allowed to make up the time missed within the pay period by choosing to use personal leave, to use vacation leave, or to work the equivalent amount of time. The request to exercise any of these options shall be subject to supervisory approval; however, such approval shall not be unreasonably withheld.

H. Holidays

Effective upon ratification of this Agreement by the Metro Council, Members are eligible to receive the following holidays with pay:

New Year's Day	January 1
Martin Luther King Jr's B'Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in Nov.
Christmas Eve	December 24
Christmas Day	December 25

Members also receive two Floating Holidays off with appropriate pay during each calendar year. A floating holiday may be requested by any Member with one (1) day prior notice to the respective Member's supervisor or designee. It is within the sole discretion of the Member's supervisor or designee whether the respective Member's requested floating holiday may be granted. Such discretion by the Member's supervisor or designee shall not be unreasonably withheld. The floating holidays must be used in the year in which they accrue.

Members shall be compensated for the above holidays at their regular hourly rate of pay times the number of hours worked per day as contained in Article 14. In order to receive holiday pay, the Member must not be absent without leave on the last scheduled work day preceding the holiday or the next scheduled work day following the holiday. The Member must either work or receive paid leave for one (1) or more of the five (5) working days immediately preceding the holiday and one (1) or more of the five (5) work days immediately following the holiday. If a holiday falls on the Sunday, the following Monday shall be recognized as the paid holiday.

If a Member actually works on a scheduled holiday, the Member shall be paid the number of hours in his/her standard work day, plus paid one and one-half (1 1/2) times the number of hours worked on the holiday.

If a holiday falls on the Member's day off, a Member shall have an additional day(s) off within the normal pay period in which the holiday occurs. Scheduling of any additional day off must be with supervisory approval.

I. Vacations

Annual vacation leave with pay shall be granted to all full time Members in the manner outlined below. Vacation time shall accrue on a biweekly basis in accordance with the following schedule:

Full years of Service	<u>Annual Accrual Rate</u>
0 year	10 days
1 year	11 days
2 years	12 days
3 years	13 days
4 years	14 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days

A "day" under this section shall consist of the number of hours Members are required to work under Article 14. For the purpose of this section, all of a Member's service with the Metro Government/Library, whether continuous or not, shall be recognized in determining the number of years of service with the Metro Government/Library. Except as otherwise provided herein, each Member may take annual vacation in the year in which it is earned. Under no circumstances shall vacation accumulate to exceed sixty (60) workdays.

Upon separation from employment for any reason, a Member shall be paid for all accrued, unused vacation leave, not to exceed forty (40) workdays. Such payment will be made in one payment in the final paycheck of the Member.

Any former Member compensated upon separation for accrued vacation may not be re-employed by the Library in the same or another position until there has been a break in service equal to the amount of time for which unused vacation leave was paid.

All vacation leave shall be computed as time worked for purposes of overtime.

J. Work on Higher Rated Jobs

In the event a Member is directed by Metro Government to perform 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 assignment and continue for the duration of such assignment.

K. Work breaks

Members shall be granted no less than one-half (1/2) hour but no more than one (1) hour unpaid lunch period. Members shall not be required to work during their lunch

period except in the case of an emergency, as determined by the Library Director or designee. Members shall receive one (1) fifteen (15) minute paid break per half shift.

L. Tools, vehicles and equipment

Metro Government shall furnish and maintain in good condition tools and equipment as determined by Metro Government necessary to perform the job. Each Member is responsible for the return of such equipment or tools as per the directions of the supervisor. Metro Government shall train Members whom Metro Government designates in the safe use of equipment.

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

If the supervisor determines the vehicle or equipment meets the requirements of federal, state or local law, then the Member shall operate the vehicle or equipment. A Member may grieve the supervisor's determination.

M. Workers Compensation

Members shall be covered by Workers Compensation.

N. Dental Insurance

Metro Government shall provide Members the opportunity to purchase a dental insurance plan through a payroll deduction.

O. Funeral Leave

To protect Members from losing pay for attending the funeral of a loved one, Members may be granted funeral leave with pay, as set out below, to attend the funeral of a member of the Member's immediate family. "Immediate family" shall be defined as the following:

- a. Parents
- b. Spouse
- c. Mother or father-in-law
- d. Step Parents
- e. Current or Former Legal Guardian
- f. Sister or brother
- g. Sister or brother-in-law
- h. Son-in-law
- i. Daughter-in-law
- j. Step-brothers or Step-sisters
- k. Grandparents
- l. Grandparents-in-law
- m. Children or stepchildren
- n. Grandchildren
- o. Aunts and Uncles
- p. Relative living in the Member's household

Full-time Members may be compensated for a period up to three consecutive workdays, one of which must include the funeral, as actually needed to attend the funeral and part-time Members shall be granted up to eight (8) hours time off with pay for any scheduled work hours. The approval of the Library Director or designee is required. The number of days approved will be at the discretion of the Library Director or designee. Funeral leave will not extend beyond the day after the funeral. Members may be required to provide proof of need for Funeral Leave.

P. Part-time benefits

A part-time, regularly-scheduled Member who works at least seventeen and one half (17 ½) hours during the workweek shall be granted vacation and holiday benefits on a pro rata basis. Any part-time Member employed as of the effective date of June 8, 2006 who works less than seventeen and one half (17 ½) hours per week shall accrue vacation and holiday benefits on a pro rata basis. Any part-time Member employed after the effective date of June 8, 2006 who works less than seventeen and one half (17 ½) hours per week shall not accrue vacation and holiday benefits. All part-time Members shall be covered by Workers' Compensation and have access to the Employee Assistance Program.

Q. Pension

Metro Government has formally adopted an unused sick-leave program as a part of its participation in the Kentucky Retirement Systems. Members may participate in this program, as designed and administered by the Kentucky Retirement Systems.

R. Leave of Absence

The Library Director or designee may grant leaves of absence without pay to Members upon request.

S. Derby Day

The Library shall be closed on Derby Day. Members are entitled to work their regular number of regular weekly hours prior to Derby Day during Monday through Friday of Derby week.

ARTICLE 19. PERSONAL DAY

All full-time Members shall receive one (1) personal day per fiscal year from July 1 to June 30. The personal day may be requested by any Member with one (1) day prior notice to the respective Member's supervisor or designee. It is within the sole discretion of the Member's supervisor or designee whether the respective Member's requested personal day may be granted. Such discretion by the Member's supervisor or designee shall not be unreasonably withheld. The personal day must be used in the year in which it has accrued. A personal day shall be counted as time-worked. A personal day must be used in a minimum of fifteen (15) minute increments or multiples of fifteen (15) minutes. This day must be used for legitimate non-recurring tardiness, as per the determination of the Library Director or designee.

ARTICLE 20. NEPOTISM

Metro Government does not prohibit employment of immediate family members (parents, spouse, and children) in the same department or administrative unit, provided that one family member is not under the direct chain of command of another family member.

ARTICLE 21. 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 22. ERODING THE BARGAINING UNIT AND SUBCONTRACTING

Section 1. Metro Government shall not employ or work seasonal, temporary, part-time or volunteer workers for the purpose of reducing or replacing Members covered by this Agreement. Provided, however, the parties to this Agreement recognize and acknowledge that the nature of the work of the Library requires the utilization of seasonal, temporary, part-time or volunteer workers on occasion and such use shall not violate this Article.

Section 2. Metro Government shall not subcontract for any work and services normally and historically performed by Members for the purpose of reducing or replacing the Members.

ARTICLE 23. ENTIRE AGREEMENT

Section 1. Metro Government and AFSCME shall not be bound by any requirement not specifically stated in this Agreement. This Agreement represents the complete agreement between the parties.

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 representative and the representative of the 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.

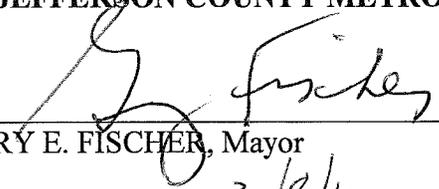
ARTICLE 24. TERM OF AGREEMENT

Section 1. This Agreement shall become effective upon its execution by the parties and the approval by the Metro Council and shall continue in its unmodified form upon expiration until negotiations are concluded or finally broken off or referred to mediation. The duration of this Agreement shall extend through June 30, 2014.

Section 2. The parties agree to commence bargaining on a subsequent Agreement no later than one hundred eighty (180) days before the expiration of this Agreement. If this Agreement expires before a subsequent Agreement is reached and the parties believe that a subsequent Agreement is close to being reached, the parties may agree to extend this Agreement.

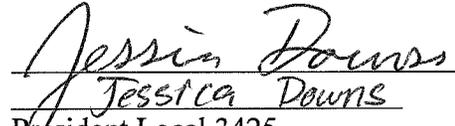
Section 3. If the parties are unable to conclude negotiations, if negotiations are broken off or if impasse occurs, then within seven (7) days the parties agree to submit issues not in agreement to mediation by the Louisville Labor Management Committee, or the Federal Mediation and Conciliatory Services, as agreed to by the parties.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: 
GREGORY E. FISCHER, Mayor

Date: 3/8/11

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

BY: 
Jessica Downs
President Local 3425

BY: 
RICK BANNISTER,
Business Representative

APPROVED AS TO FORM:


MICHAEL O'CONNELL,
JEFFERSON COUNTY ATTORNEY