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**2010 THROUGH 2012  
AGREEMENT  
BETWEEN**

**BOARD OF TRUSTEES  
CLEVELAND PUBLIC LIBRARY**

**AND**

**CITY, COUNTY & WASTE PAPER DRIVERS  
UNION, LOCAL 244**

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**AGREEMENT BETWEEN  
BOARD OF TRUSTEES  
CLEVELAND PUBLIC LIBRARY  
AND CITY, COUNTY & WASTE PAPER DRIVERS UNION, LOCAL 244**

**ARTICLE 1**                      **PURPOSE**

Section 1.        This contract sets forth a complete Agreement between Cleveland Public Library (hereinafter referred to as the “Library”) and City, County & Waste Paper: Drivers Union, Local 244; affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the “Union”), which represents employees as specified herein.

Section 2.        The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term “employee” or “employees” where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This Agreement shall comply with the laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of law subject to the provisions of Section 4117.10(A) of the Ohio Revised Code.

**ARTICLE 2**                      **MANAGEMENT RIGHTS**

Section 1.        The management rights of the Library shall include, but not be limited to:

1.        Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the

Library, standards of services, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the Library as a governmental unit.

Section 2. The exercise of the foregoing rights, and the adoption of reasonable policies, rules and practices in furtherance thereof, shall be limited only by the specific terms of this Agreement and Ohio statutes, including particularly Ohio Revised Code Section 4117.08; and then only to the extent such specific terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

### **ARTICLE 3**                      **RECOGNITION**

Section 1. The Union is recognized as the sole and exclusive representative for all employees in the bargaining unit defined in Section 2 of this Article for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

Section 2. The Union's exclusive bargaining unit includes the following job classification and the Library will not recognize any other Union as the representative for any employees within such classifications:

Included: All full-time and part-time regular Security Officers.

Excluded: All Security Operations Supervisors, managerial, professional, confidential, clerical, seasonals, casual, part-time, and supervisors as defined in the Act.

For purposes of this Agreement, "full-time" shall mean a regular schedule with the Library of 37 ½ hours and "part-time" shall mean employment with the Library of less than twenty (20) hours per week on a regular basis. Employees who work a regular schedule with the Library of more than twenty (20) hours but less than 37 ½ hours per week shall be deemed to be part-time regulars.

Section 3. In the event the name of the classification in the bargaining unit is changed and the work duties remain substantially unchanged, the Library will promptly notify the Union of said change.

#### **ARTICLE 4**

#### **UNION REPRESENTATION**

Section 1. The non-employee representative of the Union shall be admitted to the Library's facilities and sites during working hours upon reasonable advance notice to the appropriate Appointing Authority or his/her Office. Such visitation shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties to participate in the adjustment of grievances or to attend other meetings as provided herein. Such visitation shall be conducted so as not to interfere with the Library's operational needs and work requirements.

Section 2. The Library recognizes the right of the Union to select a Steward and an Alternate Steward to represent the employees, upon request, on grievances concerning the interpretation or application of this Agreement.

Section 3. Stewards shall process grievances with proper regard for the Library's operational needs and work requirements. Grievances shall be processed outside of scheduled work time, in non-public areas of the Library.

Section 4. The Union shall notify the Library in writing by sending a formal letter on the Union's letterhead to the Chief of Security Operations with a copy to the Human Resources Administrator, stating whom the Union recognizes as the Steward and the Alternate Steward who will represent the Security Officers. Until this letter is received, the Library will not recognize anyone who claims to be the Steward or Alternate Steward. The Steward and the Alternate Steward named in the letter will be recognized as such by the Library until notified by another letter from the Union replacing them.

## **ARTICLE 5**

## **NON-DISCRIMINATION**

Section 1. The Library and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, disability, military status, veteran's status, genetic information, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, disability, military status, veteran's status, genetic information or age.

Section 2. The Library and the Union agree that there will be no discrimination by the Library or the Union against any employee because of any employee's lawful activities

and/or support of the Union, or because the employee does not support the Union or participate in Union activities.

**ARTICLE 6**                      **DUES DEDUCTION**

The Library will deduct Union dues (or a fair share fee) monthly from the paychecks of employees who have written dues deduction authorizations on file with the Human Resources Department. Dues or fees deducted shall be sent to the Union forthwith, along with a statement listing amounts deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. Deductions shall be made during the first pay period of each month and shall be transmitted to the Union no later than the tenth day following the end of the pay period in which the deduction is made. An alphabetical list of employees for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In the event an employee's first month pay is insufficient for deduction, the Library will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period.

The Union will indemnify and hold the Library harmless from any action growing out of the deductions made by the Library hereunder.

**ARTICLE 7**                      **UNION SECURITY**

Section 1. All present employees who are members of the Union on the effective date of this Agreement, or become members during the term of this Agreement, shall remain members of the Union provided that such employees may resign from the Union during the period from June 1 through June 30 and the period from December 1 through December 31 in each year of this Agreement. Notice of resignation must be in writing and presented to the



**ARTICLE 9**

**PROBATIONARY PERIOD**

Section 1. New employees shall be considered to be on probation for a period of up to one hundred eighty (180) days. The Library shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure. During the probationary period, new employees shall not apply seniority to scheduling, bids or rotation.

**ARTICLE 10**

**SENIORITY**

Section 1. Job classification seniority shall be defined as an employee's length of full-time and/or pro-rated part-time regular service while holding the Security Officer classification.

Section 2. Library employment seniority shall be defined as an employee's continuous length of service in a part-time regular and/or full-time position, effective from his/her date of hire. Library employment seniority would be applied for the purpose of accruing such benefits as vacation and accrued sick leave. Library employment seniority shall be terminated when an employee.

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than twelve (12) consecutive months;
- D. is absent without leave for three (3) consecutive days;
- E. fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the Library sends the employee notice, by certified mail, that he/she has been recalled from layoff unless satisfactory excuse is shown;

F. fails to return to work on expiration of leave of absence.

Section 3. The Library will provide the Union with a list of all employees in the bargaining unit listing name, job classification, and the date of classification not more than once per year upon request of the Union. If an employee volunteers to accept a temporary promotion outside of his/her job classification, then said time shall not be credited towards his/her seniority. Employees shall not accumulate seniority during an unpaid leave of absence.

Section 4. If two or more employees have the same amount of seniority, then seniority shall be determined by: (a) the date the employee begins working or, in the alternative, (b) the highest numerical equivalent of the month and day of the employees' respective dates of birth.

## **ARTICLE 11**

## **GRIEVANCE PROCEDURE**

Section 1. A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement between the Library and the Union, or which alleges an employee has been discharged without just cause.

Section 2. A grievance which affects a group of employees, arising from the same event and/or set of facts, shall be known as a "Policy Grievance," which may be filed at Step 2 of the Grievance Procedure.

Section 3. A grievance relating to discharge, suspension, layoff, or recall shall be filed at Step 2 of the Grievance Procedure.

Section 4. A grievance under this procedure may be brought by any employee who is in the bargaining unit.

Section 5. The time limits set forth in the Grievance Procedure shall, unless extended by mutual agreement of the Library and the Union, be binding; any grievance not timely

presented by the grievant and the Union, or not timely processed thereafter by the grievant and the Union, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the Library at any step may be immediately referred by the Union to the next step of the Grievance Procedure within the time limit which applies to such next step. The parties will accept facsimiles to meet any deadlines specified in this Article 11.

STEP 1: CHIEF OF SECURITY OPERATIONS. The aggrieved employee shall make a reasonable effort to resolve a grievance informally with the employee's immediate supervisor, prior to filing a written grievance. The aggrieved employee shall file a written grievance with the employee's immediate supervisor, with a copy to the Human Resources Administrator, within ten (10) calendar days from the date of the occurrence which gave rise to the grievance. The Chief of Security Operations shall submit a written response to the grievant with a copy to the Union office within seven (7) calendar days following the date the grievance was presented.

STEP 2: HUMAN RESOURCES ADMINISTRATOR. If the grievance is not thereby resolved, the grievant and/or the Union may appeal the grievance to Step 2 by filing a written copy to the Human Resources Administrator or designee within ten (10) calendar days after the Union receives the answer under Step 1. A meeting shall be held between the Human Resources Administrator and/or designee, the Steward and the grievant within five (5) calendar days after presentation of the Step 2 appeal. Within thirteen (13) calendar days from the date of the meeting, the Human Resources Administrator shall provide a written response to the grievant and to the Union,

Section 6. If the grievance is not settled at Step 2, the Union may request final and binding arbitration. The request must be submitted in writing to the Human Resources Administrator within thirty (30) calendar days of the response from the Human Resources

Administrator; provided however, that in the event of a grievance relating to discharge, such request must be submitted in writing to the Human Resources Administrator within seven (7) calendar days of receipt of the response from the Human Resources Administrator, as provided in Section 10 hereof.

Section 7. Once a matter has been approved for arbitration, the Union shall request up to three (3) panels of seven (7) arbitrators from the American Arbitration Association. The parties shall be bound to select an arbitrator in accordance with the Association's applicable rules and regulations.

Section 8. The decision of the arbitrator shall be final and binding upon the Library, the Union, and the employee(s). The arbitrator's authority shall be limited to interpretation and application of this Agreement, and he/she shall have no authority to add to, subtract from, or modify in any way, the provisions of this Agreement. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement or contrary to law. The fee and expenses of the arbitrator shall be borne by the losing party.

Section 9. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Library and the Union and/or between the Library and an employee(s), and by invoking this procedure the Union and the Library waive the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the Library shall be final and binding on the Library, the Union, and the employees.

Section 10. Discharge.

- A. In discharge cases, all claims for back pay shall be limited to the amount agreed upon by the parties or ordered by the arbitrator, less any unemployment or other

compensation that the employee may have received from gainful employment attained during the period of back pay.

- B. For employees who face pending discharge, the Library shall provide reasonable written notice to the employee and to the Union of the charges and of a formal hearing before the Director (or his/her designee). At this hearing, the employee shall have the right to Union representation. The ruling which results from the hearing shall be in writing, with a copy to the Union business representative.
- C. A grievance with respect to discharge of an employee shall be filed within three (3) calendar days of receipt of the Library's notice to the employee and the Union business representative and shall begin at Step 2. If the grievant or Union is not satisfied with the written response at Step 2, the Union may initiate arbitration within seven (7) calendar days of receipt of such written response.
- D. Both parties agree to expedite the handling of discharge cases, and when such cases are processed to arbitration, the parties will jointly urge the arbitrator to issue a decision within thirty (30) calendar days from the conclusion of a hearing.

## **ARTICLE 12**

## **LAYOFFS AND RECALL**

Section 1. Whenever it is necessary to reduce the working force of the Library, employees shall be laid off based upon seniority within the affected classification in the following order:

- A. Part-time regular employees;
- B. Full-time employees.

Section 2. Regular full-time employees shall be given a minimum of three (3) calendar days' advance written notice of layoff indicating the circumstances which make the layoff necessary.

Section 3. In the event an employee is laid off, he/she shall receive payment for earned but unused vacation not later than thirty (30) days after layoff.

Section 4. Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working days' notice of recall from the date on which the Library sends the recall notice to the employee by certified mail to his/her last known address (as shown on the Library's records). A laid off employee will be recalled to his/her position in the event that this position becomes available within twelve (12) months after his/her layoff date.

### **ARTICLE 13**

### **BID PROCEDURE**

Section 1. All bargaining unit employees shall bid on shifts on an annual basis. All bids shall be awarded on the basis of seniority. After an employee has selected his/her shift, said shifts shall be fixed for a period of one (1) year. Bargaining unit employees may trade or exchange shift selection/time for the balance of the calendar year with the approval of the Chief of Security Operations, provided such approval shall not be unreasonably withheld.

Section 2. Any Security Officer wishing to apply for a slot/shift vacancy must submit his/her application in writing to the Chief of Security Operations by the end of the fifteen (15) day posting period in order to be considered for the vacancy. Seniority shall be the determining factor in filling all slot/shift vacancies. Whenever the Library changes the overall hours of operation for the Library causing a change in hours or days in any particular slot, Security Officers shall re-bid their shifts.

**ARTICLE 14**

**HOURS OF WORK AND OVERTIME**

Section 1. The Library shall rotate mandatory overtime opportunities among qualified full-time employees who are not otherwise assigned, to perform the work that is being assigned for overtime, starting with the most senior employee and ending with the least senior employee.

- A. An overtime call up list will be established in order of seniority with the Security Officer with the most seniority being at the top of list.
- B. Overtime will be filled one (1) day at a time, starting with the most senior Security Officer available and down the list until a Security Officer accepts the overtime.
- C. The next call for overtime will begin with the second most senior Security Officer and down the list until a Security Officer accepts the overtime. Each incident of overtime will begin with the next senior Security Officer order of seniority until the list is completed at which time it will start again with the top of the list. (The most Senior Security Officer)
- D. Security Officer's accepting the call for overtime and failing to report for duty for this overtime shall be removed from the overtime call up list for thirty (30) days. Security Officers reporting for this overtime duty late shall forfeit their next two (2) call ups for overtime.
- E. Security Officers not wanting to be called for overtime from the overtime call up list, can request in writing that they not be called, and this request shall be in effect until the Security Officer requesting such action rescinds the request in writing.

F. Bargaining unit employees who are scheduled for branch patrol for any part of their shift shall automatically receive the day shift premium for the entire shift.

Section 2. All employees in the job classifications covered by this Agreement shall receive time-and-one-half (1/2) their regular rate of pay for all hours worked in excess of thirty-seven and one-half (37 1/2) hours in one (1) week. Vacation time and holidays taken shall count as hours worked in the computation of overtime.

Section 3. In the event of an emergency during a shift requiring overtime duty which is offered and refused in compliance with this Article, the least senior employee on the shift will be required to accept said overtime assignment at the regular overtime rate applicable.

Section 4. The normal work week shall be seven (7) days, beginning at 0000 hours on Sunday and ending at 2400 hours on Saturday. The normal work day shall be seven and one-half (7 1/2) hours, together with an unpaid meal period of one (1) hour. For all timekeeping purposes, fifteen (15) minutes shall be the minimum timekeeping increment.

Section 5. All hours of work and shift schedules shall be established by the parties and said shifts and hours of work shall be maintained for the duration of the Agreement, subject to the provisions of Article 13, Section 2, and Section 9 of this Article 14. The hours of work and shift schedule established by the parties are set forth in Schedule 2010 K, attached as Exhibit A and dated December 29, 2009. The slots in Schedule 2010 K are hours and days off; provided however, that the Library reserves the right to adjust work locations of each slot in accordance with its operational needs and availability of Security Officers.

Section 6.

- A. Security Officers who have volunteered to work Sundays and who fail to report for duty, or report late for duty on two (2) Sundays, shall be removed from the Sunday volunteer schedule, until a new list is established (twice per year).
- B. If a call off for Sunday volunteer work is received by the Friday before the Sunday the Security Officer is scheduled to work, there shall be no penalty.

Section 6B. PREMIUM PAY

- A. Premium pay is awarded to Security Officers when assigned to the Branch Patrol. Premium pay is also awarded to Security Officers who are assigned to the First Shift hours 0000 hours to 0830 hours excluding lunch hour, and to Security Officers assigned to the Third Shift hours 1530 hours to 2400 hours excluding lunch hour. Premium pay is five percent (5%) of an employee's hourly wage.
- B. Premium pay under this section is awarded for hours worked, holidays and vacations, but does not include sick time.
- C. When the Security Supervisor assigned to the Branch Patrol is off the Branch Patrol for any reason, the employee who occupies the slot for that Branch Patrol shall become the Lead Officer for the period of time the Supervisor is off. The Lead Officer shall be given premium pay of an additional five (5 %) for the time he/she is assigned and working the Branch Patrol as the Lead Officer. When the Security Supervisor is off and the employee who occupies the slot is off the Branch Patrol, then the most senior employee assigned shall be the Lead Officer.

Section 7. Two fifteen-minute relief periods are allowed to full-time employees during each seven and one-half (7 ½) hour working day, to be taken at times designated by the

supervisor. Part-time regular employees are entitled to one fifteen-minute relief period for every three and one-half (3 ½) hours they work during any given day. Relief periods may not be used at the beginning or end of a workday to shorten the day, or to extend dinner or lunch hour periods, and they are not cumulative. No employee shall leave the Library premises during relief periods.

Section 8. Detex keys shall be utilized in the sole discretion of the Chief of Security Operations. All bargaining unit employees shall be provided an opportunity to use lockers that are available at the discretion of the Chief of Security Operations. If two or more employees request the same locker, seniority shall be used to determine how lockers will be selected.

Section 9. Reopener. In the event that the Library changes its hours of operation during the term of this Agreement, the Library will provide the Union with prior written notice of such change. Within seven (7) days of the Union's receipt of such notice from the Library, the parties will arrange to negotiate with respect to the effects of such change upon scheduling, shift rotation, vacations, and the like, for a period of up to thirty (30) days from the Union's receipt of such notice.

In the event of an impasse, the Library or the Union may request final and binding arbitration. The request must be submitted in writing to the other party within ten (10) calendar days of the date at which the requesting party reasonably believes that the parties have reached impasse.

Once the matter has been designated for arbitration, the requesting party shall request up to two (2) panels of seven (7) arbitrators from the American Arbitration Association (AAA). The parties shall be bound to select an arbitrator in accordance with the AAA's applicable rules and regulations.

The decision of the arbitrator shall be final and binding upon the Library, the Union and the employees. The arbitrator's authority shall be limited as provided in Article 11, Section 8 of this Agreement. The fees and expenses of the arbitrator shall be borne equally by the parties.

Both parties agree to expedite the handling of such arbitration in the event of impasse, and when such case is processed to arbitration, the parties shall jointly urge the arbitrator to issue a decision within fifteen (15) calendar days from the conclusion of a hearing.

Section 10. Paperless Paychecks. The Library shall convert to a paperless system for payroll checks on or before April 2, 2010. All employees must elect direct deposit to a bank account or debit card by April 2, 2010. If an employee does not make a direct deposit designation by April 2, 2010, the employee's payroll check will be deposited to a KeyBank PayWorks debit card. The Library will assume the set-up costs for debit cards and initial issuance costs for KeyBank PayWorks debit cards. The Library shall post information regarding the KeyBank PayWorks debit card on the Staff Center shortly after contract ratification.

## **ARTICLE 15**                      **VACATIONS**

Section 1. Vacation time for full-time employees (and for part-time regular employees on a pro-rated basis) accumulates from the first day of employment. No vacation may be taken during the first six (6) months of employment.

- A. Employees are entitled to take accumulated vacation at any time during the year with the approval of the Chief of Security Operations. Vacation time may not be taken until it is earned. The Library may not refuse to allow an employee to take his/her annual accumulated vacation within a given year.
- B. All Security Officers will pick vacation bids on an annual basis, starting from most senior Security Officer to least senior Security Officer, in two (2) week

intervals and in three (3) separate rounds, if necessary. The schedule shall remain posted for two (2) weeks during which time each employee may submit his/her bids for vacation time, which bids shall be subject to scheduling needs of the Library.

New employees shall be inserted into the vacation list by seniority date after six (6) months of employment with the Library, and are eligible for vacation bidding in that period when the six (6) months of employment are completed.

Finally, if an employee fails to submit a bid during the posted period, that employee will lose seniority rights with respect to his/her bid compared to those bids which have been granted under the bid system. If an employee wishes to change his/her vacation from that granted under the bid system, changes in his/her vacation schedules may be made at the discretion of the Library consistent with the operational needs of the Library.

For purposes of this section, if an employee fails to submit bids during the posted period for all of his/her accrued vacation time, the employee may submit written vacation requests to the Chief of Security Operations, who shall have sole discretion to determine whether such request meets the operational and staffing needs of the Library.

- C. Up to one hundred and fifty percent (150%) of the annual accumulation of vacation time may be carried forward from one year to the next. Any time in excess will be lost.
- D. The amount of vacation time as of the previous pay period will appear on the stubs of the employee's paycheck as it accrues.

Section 2. Annual vacation allowances are granted to all full-time employees for each two-week period in active pay status, as follows:

## SECURITY OFFICERS

Length of Service	<b>up to 3 years</b> 2.88 hours per pay period 75 hours per year 10 days per year
	<b>3 to 5 years</b> 4.33 hours per pay period 112.5 hours per year 15 days per year
	<b>5 years or more</b> 6.35 hours per pay period 165 hours per year 22 days per year

- A. Part-time regular employees shall earn pro-rated vacation time based on the table above.
- B. After the equivalent of twenty-five (25) consecutive years of service, each employee will receive twenty-five (25) working days (5 weeks) vacation time annually.
- C. Employees with previous public service in the State of Ohio shall be credited with vacation time earned and not paid in other positions in determining vacation allowances, up to but not exceeding the maximum number of hours allowed to Library employees.
- D. Employees may combine vacations with regular holidays with the prior approval of the Chief of Security Operations.

## **ARTICLE 16**      **HOLIDAYS, FURLOUGHS AND SPECIAL CLOSINGS**

**Section 1.**      **Holidays and Furlough Days.** The Library will be closed and all full-time employees (and part-time regular employees on a prorated basis) will be paid, except in 2011 as

provided in paragraph C below, for the following days observed as legal holidays in Ohio or declared holidays by the Library Board: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. When any of these holidays falls on a Sunday, it is observed on the following Monday.

- A. In the case of part-time regular employees, the amount of time paid for shall be the number of hours the employee is usually scheduled to work on the day of the week on which the holiday falls.
- B. Beginning in 2012, President's Day, Columbus Day and Veteran's Day shall become closed paid holidays. The Library shall be closed on the three (3) holidays set forth above and employees shall be scheduled and paid as set forth in Section 1 above.
- C. In 2011, employees will not be paid for Martin Luther King Day, President's Day, Memorial Day, Columbus Day and Veteran's Day. The Library will be closed on these days; they are unpaid furlough days in 2011.
  - 1. If an employee's day off occurs on an unpaid furlough day, he/she will be assigned another day off during the pay period without pay.
  - 2. When an employee works on an unpaid furlough day when the Library is closed, he/she shall be paid at one and one-half (1 ½) times the hours and will be assigned another day off during the pay period without pay.
  - 3. Vacation earnings will be accrued on hours coded as furlough time.

- D. If a holiday occurs during a vacation or during a leave of absence or sick leave allowance not exceeding eighteen (18) days, it shall not be charged against the time allowed for these absences.
- E. If an employee is ill on a paid holiday that the Library is open, he/she may use sick leave and add the holiday to his/her vacation time.
- F. When an employee works on a paid holiday when the Library is closed, he/she shall be paid at one and one-half (1 ½) times the hours, plus the day of holiday pay.
- G. Employees who volunteer to work and are scheduled to work at the special event held on Martin Luther King Day shall be paid at the rate of one and one-half (1 ½) times the hours worked.
- H. Staff whose day off occurs on a paid holiday or an unpaid furlough day when the Library is closed will work their thirty-seven and one-half (37 ½) hour schedule and the holiday at seven and one-half (7 ½) hours will be added to their accrued vacation time.
- I. An employee who is scheduled to work a holiday may, with adequate notice, provide a written election to the Assistant Chief of Security Operations or his/her designee choosing to take the holiday. In such an event, the holiday work shall be offered to employees on the basis of seniority. If an inadequate number of employees volunteer to work, then the employee who was originally scheduled will work the holiday.

Section 2.     Special Closing. In the event it may be necessary to close the Library for all or part of a regular working day, employees will be paid for the hours they would have worked had the Library been (or remained) open.

- A.     When the Library is closed by proclamation of the Board of Trustees, Mayor, Governor, or President, all employees will be credited with the hours they would have worked. Employees not scheduled to work and those away on sick leave, vacation, or other authorized leave are not affected unless the closing is proclaimed a holiday.
  
- B.     When the Library opens, but then must be closed by reason of an emergency declared by the Director, employees on duty at the time of closing and those scheduled to work later in the day, will be excused and paid for the full number of hours for which they were scheduled to work. Employees required to work after an emergency closing has been ordered will have their time recorded and paid at the rate of one and one-half (1 ½) times.
  
- C.     When the Library is to be closed for an entire day because of an emergency, the Library will provide notice to local news media to advise employees not to report to work. Any employee required to work on such a day will be paid one and one half (1 ½) times for the hours worked.

**ARTICLE 17**

**PERSONAL LEAVE**

Section 1. After use of all accrued vacation to which an employee is entitled, an employee may be granted a leave of absence without pay for reasons such as Library career related education, family hardship, or other matters not specifically provided in this Agreement.

Section 2. Request for an individual leave shall be submitted to the Chief of Security Operations in writing at least thirty (30) days in advance of the commencement of leave, except in cases of emergency. All such leaves require specific approval and shall not exceed sixty (60) calendar days in duration from the last day worked; provided however, a leave of absence for Library career-related education may be granted up to six (6) months at the discretion of the Library.

Section 3. In an individual leave of thirty (30) days or less beyond accrued vacation, the employee shall return to his/her former position, former classification, and former rate of pay. In an individual leave of more than thirty (30) days beyond accrued vacation, the employee shall return to the first available position for which he/she qualifies with the same salary grade and the same rate of pay held prior to such leave.

**ARTICLE 18**

**SICK LEAVE**

Section 1. An employee shall earn and accumulate paid sick leave as follows:

- A. Paid sick leave will be earned and accumulated at the rate of 4.33 hours for each two-week period in active pay status, up to 112.5 hours for a full year's employment. Part-time regular employees shall receive a pro rata share.
- B. If and when accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.

- C. Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day.)
- D. The pay stub will reflect sick leave balance as of the previous pay period, and it may be taken only after it is earned and shown on the pay stub.
- E. Sick leave earnings shall not be available to an employee during the first 180 days of employment with the Library.

Section 2. When an employee is ill, he/she will report his/her illness or injury to the employee's immediate supervisor prior to his/her scheduled starting time. The actual approval for sick leave shall be made by the employee's immediate supervisor, who may require a doctor's certificate.

Section 3. An employee who is absent on paid sick leave shall sign a statement on a form provided by the Library to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to his/her fitness to perform his/her required duties shall be a prerequisite to his/her return to work. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician to remain home from work.

Section 4. The Library expressly reserves the right to require an employee to submit to a medical examination (at the Library's expense) to determine an employee's fitness and ability to perform the duties of a specific job.

Section 5. Disability leave for a personal illness or injury shall be limited to one (1) year. An employee on a recognized Worker's Compensation claim will not be affected by this section.

Section 5 A. Transitional Work Program. The Human Resources Administrator or designee shall, by April 30, 2010, develop a proposal for a Transitional Work Program (TWP). The purpose of the TWP is to enable employees recovering from an on-the-job injury to return to work. The TWP is a special work program of the Ohio Bureau of Workers' Compensation (BWC), and the Library may utilize both the BWC and the Library's workers' compensation managed care organization for professional assistance in investigating and setting up a light-duty program.

Under the TWP, employees may be scheduled or assigned to return to work in a temporary position not above their pay grade, which meets their medical restrictions, for a period not to exceed ninety (90) days. The Library will assign the employee to a similar shift and location at or close to their regular position whenever possible.

Section 6. An employee shall be granted sick leave with pay for personal illness or injury, professional medical or dental attention, the illness of an adopted or natural child in the home up to age fourteen (14), except for a documented medical disability, up to age eighteen (18), or when through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.

Section 7. Unused sick leave up to a total of nine hundred (900) hours (one hundred twenty (120) working days) may be carried over from one calendar year to the next.

## **ARTICLE 19**

## **FUNERAL LEAVE**

Section 1. All full-time and part-time regular employees are entitled to a maximum of three (3) days paid leave for an absence due to the death of a spouse, parent, child, mother-in-law, father-in-law, sister, brother, or any person who resides in the home of the employee. Employees are entitled to one (1) day paid leave for other relatives, such as a grandchild, uncle,

aunt, grandparent, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. In the event of a death during an employee's vacation or absence due to illness, the amounts of time outlined above may be charged against funeral leave instead of vacation time or sick leave.

Section 2. All full-time and part-time regular employees may supplement the paid funeral leave permitted in this section by taking vacation time, subject to the provisions of Article 15 of this Agreement. If an employee wishes to take vacation time to supplement his/her funeral leave, the employee should notify the Chief of Security Operations as soon as practicable. In determining whether the employee will be permitted to utilize vacation leave, the Chief of Security Operations shall consider the amount of accrued vacation time which the employee has available, the staffing needs of the Library, and the special circumstances surrounding the employee's request for vacation.

If the employee has no accrued vacation time available, the employee may be granted a leave of absence without pay for the purpose of extending funeral leave, subject to the sole discretion of the Chief of Security Operations.

## **ARTICLE 20**

## **FAMILY AND MEDICAL LEAVE POLICY**

The Library will comply with the Family and Medical Leave Act of 1993 (FMLA) as currently in effect and applicable regulations issued pertaining thereto, which presently provide that in certain circumstances an employee who has been employed for at least twelve (12) months by the Library and who has at least twelve hundred and fifty (1,250) hours of service with the Library during the previous twelve (12) month period.

### **Section 1. Reasons for Granting Leave.**

A. Basic FMLA and Active Duty Leave. Employees shall be entitled to a total of twelve (12) weeks of unpaid leave (unless paid leave is run concurrently) during any twelve (12) month rolling period for one or more of the following:

1. because of the birth of a child of the employee and in order to care for such child;
2. because of the placement of a child with the employee for adoption or foster care;
3. in order to care for the spouse, or a child under eighteen (18) years old or eighteen (18) years or older who is incapable of self-care due to a disability as defined by the Americans with Disabilities Act, or parent, of the employee who has a serious health condition;
4. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or
5. because of any qualifying exigency arising out of the fact that your spouse, child (of any age), or parent, defined as a covered military member, is on active duty (or has been notified of an impending call or order to active duty) in any branch of the military including the National Guard or Reserves and is deployed or called to active duty in a foreign country.

B. Military Caregiver Leave. Employees shall be entitled to up to a total of 26 weeks of unpaid leave (unless paid leave is run concurrently) during a single 12-month period:

1. to care for a spouse, son or daughter (of any age), parent or next of kin<sup>1</sup> who is a current member of the Armed Forces, including the National Guard or Reserves, who is currently undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness incurred by the service member in the line of duty while on active duty, or who was a member of any branch of the military at any time within five (5) years of receiving medical treatment that triggers the need for Military Caregiver Leave.
2. A covered service member incurs a serious illness or injury for purposes of this paragraph when he/she or she is medically unfit to perform the duties of his/her office, grade, rank or rating.
3. Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date.
4. The leave entitlement described in this paragraph applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of

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<sup>1</sup> “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.

leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under paragraphs (A)(1)(a) in the Basic FMLA Leave and Active Duty Leave section above, the combined leave shall not exceed 26 weeks during that 12-month period.

Section 2. FMLA Leave Runs Concurrently with other Leaves. Nothing in the FMLA and regulations issued pertaining thereto shall reduce or eliminate the benefits provided by the terms of this Agreement. If an employee takes any form of leave pursuant to this Agreement under circumstances in which the employee is also eligible for FMLA leave, the employee will be deemed to be on FMLA leave concurrently with any other form of leave the employee is granted pursuant to this Agreement.

Section 3. Benefits. An employee's use of leave shall not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave. However, an employee on unpaid leave which exceeds one (1) year shall lose his/her seniority and shall be deemed to have resigned from employment.

Section 4. Employer Notice to Employees. When an employee gives proper notice of the need for FMLA leave, the Library shall provide the employee, within five (5) business days, a notice containing the following specific information:

- A. Whether or not the leave will be granted and counted against the employee's FMLA leave entitlement;
- B. Any requirements for the employee to furnish medical certification of a serious health condition or other required information and the consequences of failing to do so;

- C. The employee's obligation to use paid leave (sick and vacation time) as applicable and the conditions related to any such leave, which runs concurrently with FMLA leave;
- D. Any requirement for the employee to make any premium payments to maintain health benefits, the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
- E. Any requirement for the employee to present a fitness-for-duty certificate to be restored to employment;
- F. The employee's right to restoration to the same or an equivalent job upon return from leave or any exceptions thereto;
- G. The employee's potential liability for payment of health insurance premiums paid by the Library during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave; and
- H. That the Library may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of her/his intent not to return to work, the Library's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee to her/his previous position cease.

Section 5. Calculation of FMLA Leave. For all purposes of determining eligibility for FMLA leave, the twelve (12) month period is calculated rolling backwards from the first day of leave.

Section 6. FMLA Entitlement. Nothing in this Agreement shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the Family and Medical Leave Act of 1993. Information regarding FMLA leave is available to all employees in the Human Resources Department and in the Human Resources Manual.

Section 7. Medical Leave under the FMLA.

A. Eligibility. An employee shall, upon conditions outlined below, be granted an FMLA medical leave of absence without pay as a result of the serious health condition of the employee, including pregnancy-related conditions, or as a result of a serious health condition of a member of the employee's immediate family.

B. Definitions.

1. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

(a) inpatient care, i.e., an overnight stay, in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care;

(b) continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) absence from work, school or other regular daily activities, due to the serious health condition, of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves (A) treatment two or more times by (or under the

- supervision of) a health care provider within thirty (30) days of the start of the incapacity, or (B) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider; or
- (ii) continuing treatment by (or under the supervision of) a health care provider for a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider; or
  - (iii) any period of incapacity due to pregnancy, or for prenatal care; or
  - (iv) a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
  - (v) any period of incapacity to receive multiple treatments by (or under the supervision of) a health care provider). either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

2. "Immediate family" is defined as the spouse, mother, father, sister, brother, or child under 18 years old or 18 or over that is incapable of self-care due to a disability as defined by the Americans with Disabilities Act, of the employee.
3. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave periods from one hour or more to several weeks.
  - a. Intermittent leaves will be granted only if medically necessary.
  - b. If an employee requires intermittent leave as a result of the serious health condition of the employee or his/her family member, the employee must submit an FMLA Fax Transmittal Form 420 and a Request For Leave of Absence Form 421. If required, the employee will be provided with and be required to return a Certification of Health Care Provider Form, including a physician's statement certifying that intermittent leave is medically necessary.
4. A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek, or per workday.
  - a. Reduced leave schedules will be granted only if medically necessary.
  - b. If an employee requires a reduced leave schedule as a result of the serious health condition of the employee or his/her family member, the employee must submit a Certification of Health Care Provider

Form, including a physician's statement certifying that a reduced leave schedule is medically necessary.

5. A "qualifying exigency" refers to the following circumstances:
  - a. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
  - b. Military events and related activities: to attend official military events or family assistance programs or briefings;
  - c. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
  - d. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
  - e. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
  - f. Rest and recuperation: to spend up to five (5) days for each period in which a covered military member is on a short-term rest leave during a period of deployment;
  - g. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address

issues arising from the death of a covered military member while on active duty;

h. Additional military-related activities: for other military-related events where CPL and the employee agree on the time and duration of the leave.

6. A “serious injury or illness” for purposes of Military Caregiver Leave includes the aggravation of existing or pre-existing injuries by an active duty service member in the Armed Forces. For veterans, the injury or illness may manifest itself before or after the Armed Forces member became a veteran.

C. Concurrent with FMLA Leave. Medical leave as provided in this Article is taken concurrently with FMLA leave when applicable.

D. Requesting Medical Leave. In order to request a medical leave of absence, the employee must submit a Request for Leave of Absence Form (CPL Form 421) and a Certification of Health Care Provider certifying the need or purpose for the medical leave of absence to his/her department or agency head or the FMLA Coordinator.

1. If the need for medical leave of absence is foreseeable, a Request for Leave of Absence Form and a Certification of Health Care Provider Form must be submitted at least thirty (30) days prior to the first day of the leave.

2. If the need for leave is unforeseeable, a Request for Leave of Absence Form should be submitted as soon as practicable, which is ordinarily the same day or the next business day of learning of the need for the leave.
3. The Library reserves the right to require a second opinion by a doctor of the Library's choice as to the necessity of the requested leave of absence if the Library has reason to doubt the validity of the medical certification provided by the employee. Such second opinion shall be at the Library's expense. If there is a conflict between the doctors' opinions, the Library and the employee shall appoint a third doctor acceptable to both whose opinion as to the need for a leave shall control. The expenses of the third doctor shall be borne by the Library.

E. Length of Medical Leave. A medical leave of absence will be granted for a period not to exceed six (6) months duration from the last day of work. All such leaves of absence require specific approval from the Human Resources Administrator.

1. An employee is not permitted to take more than a total of six (6) months of combined medical, FMLA and family leave. Family leave may not exceed ninety (90) days beyond accrued paid vacation .
2. An employee may request an extension of a medical leave of absence from the Human Resources Administrator. The request must be made in writing and submitted with a statement from a physician acceptable to the Library at least seven (7) days prior to the expiration of the original leave of absence request.

F. Payment During Medical Leave. Employees taking a medical leave as a result of the employee's own serious health condition are required to use any accrued paid sick time and then use accrued paid vacation time prior to beginning the unpaid portion of the leave.

1. Employees taking a medical leave as a result of the serious health condition of a family member are required to use any accrued paid vacation time and, thereafter, any accrued paid sick time up to a maximum of two hundred and ten (210) hours in a calendar year prior to beginning the unpaid portion of the leave.
2. The use of paid time will be counted in determining the amount of approved leave.

G. Return to Work. In a medical leave of absence of ninety (90) calendar days or less beyond paid sick time and/or accrued vacation, as applicable, the employee shall return to his/her former position, former classification, and former rate of pay, or if the employee's position has been eliminated, a comparable position, classification and rate of pay.

1. In a medical leave of absence of more than ninety (90) calendar days beyond paid sick time and/or accrued vacation, as applicable, the employee shall return to the first available position for which he/she qualifies with the same salary grade and the same rate of pay held prior to such leave, except as otherwise provided in Article 8.
2. An employee returning to work after a medical leave of absence must notify the Chief of Security Operations and the Human Resources

Administrator ten (10) calendar days in advance of the date on which the employee intends to return, and must provide the Library with a physician's statement of the employee's fitness to perform the essential functions of the position prior to such return.

- H. Insurance Benefits. The Library shall continue to pay its share of an eligible employee's life and accidental death and dismemberment benefits and health care insurance benefits in effect for a period of ninety (90) calendar days after the employee begins a medical leave of absence. For purposes of this paragraph, an "eligible employee" is defined as one who has been employed by the Library for at least twelve (12) months and has worked at least twelve hundred and fifty (1,250) hours during the twelve (12) months preceding the leave request. The employee is responsible during his/her medical leave of absence for timely payment of his/her share of group hospitalization insurance benefits. An employee's failure to timely remit his/her share of group hospitalization insurance benefits may result in loss of coverage if payment is received by the Library more than thirty (30) days after payment is due. If the employee's medical leave of absence extends beyond ninety (90) calendar days, the employee shall be responsible for securing alternative insurance benefits, subject to COBRA continuation rights. If an employee fails to return from a medical leave of absence, the Library has the right to recover any insurance benefits paid on behalf of the employee during the leave of absence unless the reason the employee does not return to work is due to the continuation, recurrence or onset of a serious

health condition, which would otherwise entitle the employee to medical leave or other circumstances that are beyond the employee's control.

## **ARTICLE 21**

## **JURY DUTY AND COURT APPEARANCES**

Section 1. Any employee subpoenaed to appear in court as a witness on behalf of the Library, or called for jury duty shall be excused from his/her regular duties each day he/she is required to appear in court and shall be paid his/her regular salary less any amount received from the Jury Commission for these days. The same shall apply if an employee is called to report for interviews or examinations for possible jury duty during his/her scheduled working hours. Vacation pay may be used if subpoenaed to appear in a non-Library related case, if reasonable notice is given to the Chief of Security Operations. The determination of the amount of notice which shall be deemed to be reasonable shall be within the sole discretion of the Chief of Security Operations.

Section 2. In order to be eligible for payment in accordance with the provisions of the above section, it is necessary that the employee submit to the Chief of Security Operations proof confirming the days spent on jury duty, as a subpoenaed witness, or in interviews for jury duty.

## **ARTICLE 22**

## **MILITARY LEAVE**

A military leave of absence shall be granted to any full-time or part-time regular employee for active duty in the armed forces.

Section 1. Military leaves of absence will be granted in accordance with the Vietnam Era Veteran's Readjustment Assistance Act, the Military Selective Service Act, the Uniformed Services Employment and Reemployment Act of 1994, 38 U.S.C. 84301, *et seq.* and all federal, state and local veteran's reemployment laws, as amended.

Section 2. Employees who request a military leave shall do so in writing, one (1) month prior to the first day of the requested leave. The request shall be accompanied by appropriate supporting documents or statement verifying the military service obligation.

Section 3. An employee desiring to return to his/her former position shall give written notice of intent to return not later than ninety (90) calendar days after an honorable military discharge, except that any member of a reserve component of the Armed Forces of the United States who is ordered to an initial period of active duty for training of not less than twelve (12) consecutive weeks must give notice of intent to return within thirty-one (31) days after the member's release from such active duty for training. The written notice of intent to return shall be accompanied by written verification of honorable discharge.

Section 4. Health benefits and seniority accrual during approved military leaves of absence shall be governed by the provisions of the Vietnam Era Veterans Readjustment Assistance Act, the Uniformed Services Employment and Reemployment Act and other federal, state and local laws.

Section 5. The Library and Union shall comply with all federal laws in the granting of military leave.

## **ARTICLE 23**

## **DRIVER'S RECORD CHECK PROCEDURES FOR LIBRARY STAFF**

### Section 1. Definitions.

- A. A Regular Driver is an employee who:
1. is required by his/her Library position assignments to drive a CPL vehicle;
  2. requests to drive a CPL vehicle; or
  3. drives his/her own personal vehicle on library business more than twenty-four (24) times in a calendar year.

All full-time and part-time regular Security Officers will be deemed to be Regular Drivers.

Section 2. Procedures for Regular Drivers.

- A. All regular Drivers who attain a position that requires driving a Library vehicle shall be required to take a one-day defensive driving course, to be taken within thirty (30) calendar days of attaining such position.
- B. All Regular Drivers shall sign a “Regular Driver’s Agreement” established by the Library that outlines each Regular Driver’s reporting responsibilities/procedures relating to the driver’s record including, but not limited to, violations, citations, driver’s license suspensions, and revocations.
- C. All Regular Drivers shall promptly report any accident as outlined in Procedure J504 and in accordance with the Regular Driver’s Agreement.
- D. The Library shall require all Regular Drivers to maintain an insurable driving status, per the standards of the Library’s fleet insurance carrier.
- E. All Regular Drivers who use a Library vehicle at the Lakeshore facility shall contact the Security Officer at Lakeshore to reserve a Library vehicle.
- F. Maintenance of the Regular Driver’s List.
  - 1. The Facilities Department shall maintain the Regular Driver’s list, which shall consist of all staff who meet the definition of a Regular Driver. The Human Resources Department will be the only Library department permitted to add or remove names from the Regular Drivers’ list.
  - 2. All Regular Drivers must sign an authorization form, which permits the Library to conduct a driver’s record check. Such checks will occur

annually and until the Regular Driver is no longer employed at the Library.

3. The Human Resources Department shall inform the Department Manager, Facilities Department, and the Regular Driver if the record check shows a record that may not be insurable. The Human Resources Department shall then investigate and initiate further actions, including discipline if necessary, with the employee.
4. A Regular Driver who refuses to sign a driver's check authorization form may be subject to removal from his/her position and to discipline, up to and including termination.

Section 3. Disciplinary System.

- A. If a driver's record check shows that a Regular Driver has six (6) points or more or multiple citations in a three (3) year period, the steps, outlined below, will be followed for those drivers. However, the circumstances of the staff driver's specific position and the business needs of the Library will be the primary considerations in proceeding in such circumstances.
- B. Six (6) points or multiple violations in a three (3) year period will require an employee's name to be removed from the Regular Drivers' list. Successful completion of a mandatory defensive driving course, at the employee's expense, will reinstate an employee's name and status as a Regular Driver. The driver's record will then be checked semi-annually for one (1) year. If another citation is earned during that period (whether for points or not when he/she has six (6)

points), the driver will no longer be eligible to drive a Library vehicle or drive a personal vehicle on Library business.

- C. Staff whose driver's check indicates a suspended/revoked license shall be immediately withdrawn from driving Library vehicles and may be subject to discipline, up to and including termination.
- D. Staff found to have DUI, DWI, or Reckless Operation citations and points on their driver's records may be removed from their driving responsibilities, from any Library position that requires driving and may be subject to discipline, up to and including termination. Points and/or citations noted on a staff driver's record in a record check that were not previously communicated to the Library could subject the employee to discipline, up to and including termination.
- E. Actions regarding a driver's record will be formally noted in his/her Human Resources file.

Section 4. Accommodations.

- A. Accommodations may be made for an employee who cannot drive, when driving would be a regular part of his/her position responsibility because of his/her driver's record.
- B. Whenever a Security Officer would have to drive he/she would lose a days' work for every day he/she would have to drive.
- C. If assigned to the Branch Patrol he/she would be removed and the position would be re-bid and the above would apply to his/her new position.

**ARTICLE 24**

**MAIL**

Section 1. The Union may use the Library's internal distribution system to distribute newsletters and memoranda, and to communicate with employees concerning the business of the Union.

**ARTICLE 25**

**DISCIPLINE**

Section 1. Discipline is defined as any written warning, suspension or discharge.

Section 2. The employee may, upon request, have a Union Steward present at suspension or discharge. If a Steward is being disciplined, he/she has the right to be represented by a Union Officer or alternative Steward.

Section 3. In the event of a pending discharge, the Library shall provide reasonable written notice to the employee and to the Union of the charges and of a formal hearing before the Director or designee of the Director. At the hearing, the employee shall have the right to a Union representation. The ruling which results from the hearing shall be in writing, with a copy to the Union President.

Section 4. An employee who is given a written warning or who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within five (5) calendar days thereafter. Upon request by the employee, a copy of the written notice will be given to the Union. All suspensions shall be for a specific number of consecutive work days. The Library shall not consider as a basis for progressive discipline, any reprimand, suspension or other disciplinary action which occurred more than thirty (30) months prior to the incident; provided however, the parties recognize that progressive discipline may not apply in each case.

Section 5. All written warnings may be reviewed through the grievance procedure up through Step 2 of the procedure. Any suspension or discharge may be appealed through Step 3 of the grievance procedure.

**ARTICLE 26**

**ALCOHOL AND DRUG ABUSE POLICY**

Section 1. Purpose. The Library is concerned about the safety and welfare of employees whose well-being may be detrimentally affected by the abuse of illegal drugs and alcohol. The term “drug” includes cannabis (of which marijuana is a derivative), as well as other controlled substances as defined by the Ohio Revised Code Sections 2925.01 and 3719.01. “Illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug. Abuse of these substances affects work performance and the safety of others. Therefore, the parties support this policy and other reasonable efforts to maintain a drug-free workplace.

Section 2. Testing. Testing for illegal substance abuse may be done on all applicants who qualify for an open position.

Testing will be done on employees after drug/alcohol rehabilitation and at the Library’s discretion. Testing will be done on any employee if a supervisor, after consultation with the Human Resources Administrator or designee of the Human Resources Administrator, reasonably believes such employee is under the influence of alcohol and/or illegal drugs. Such consultation will be conducted with the Human Resources Administrator or designee when such consultation is practicable. Reasonable belief on the part of a supervisor and/or Human Resources Administrator or designee that an employee is under the influence of illegal drugs and/or alcohol includes, but is not limited to, the following:

- A. Observed use, possession, or sale of illegal drugs and/or use, possession, sale, or abuse of alcohol and/or the illegal use or sale of prescription drugs;
- B. Apparent physical state of impairment of motor functions;
- C. Marked changes in personal behavior not attributable to other facts, either over a period of time or on a particular occasion;
- D. Violations of criminal drug law statutes involving the use of illegal drugs, alcohol, or prescription drugs and/or violations of drug statutes; and
- E. Employee involvement in any accident occurring on Library property or in the course of the employee's job duties which may or may not result in personal injury, equipment damage, or damage to the property of the Library, its employees, or patrons.

All testing will be done by a laboratory that meets the same criteria as those established by any federal guidelines for workplace drug testing programs, at the Library's expense. Testing may include, but is not limited to, taking blood or urine samples. The Library will not require employees to submit to random or blanket drug screening.

Upon request of the employee, a split screen or other applicable method of dividing a sample shall be utilized, to enable the employee to take a separate sample or portion of a sample for purposes of a separate test which shall be conducted at the employee's expense.

Section 3. Disciplinary Action. Admission of substance abuse or test results indicating alcohol and/or illegal drug use will result in the employee being granted disability leave to seek authorized medical treatment and rehabilitation.

Disability leave will be granted for drug and/or alcohol rehabilitation one (1) time only and will be for a maximum of thirty (30) days unless extended by mutual agreement. If an

employee completes such rehabilitation and subsequently tests positively for drug and/or alcohol use, the employee will be immediately discharged.

Refusal of an employee to undergo testing for alcohol and/or illegal drugs at the request of the supervisor and/or the Human Resources Administrator or designee will result in immediate discharge.

If an employee admits to drug use or intoxication while on the job, or if test results indicate alcohol and/or illegal drug use, but he/she refuses to seek authorized medical treatment, he/she will be discharged.

Any employee found possessing or using illegal drugs and/or alcohol, or purchasing or transferring illegal drugs on Library premises, or while on Library business, will be discharged.

## **ARTICLE 27**

## **PERSONNEL FILES**

Section 1. The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Human Resources Administrator or designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's union representative will be granted access to his/her personnel file upon written authorization from the employee and upon reasonable request made to the Library.

Section 2. Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file.

Section 3. Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Library, at a cost of ten cents (\$.10) per page, payable by the employees.

**ARTICLE 28**

**HOSPITAL AND MAJOR MEDICAL INSURANCE**

**Section 1. Medical Insurance.**

- A. The Library shall offer all full-time bargaining unit employees hospitalization and major medical insurance coverage through either the Kaiser A HMO Plan or the Kaiser Added Choice Point of Service, copies of which are available on the Staff Center. The Kaiser A HMO Plan and the Kaiser Added Choice Point of Service Plan, plan years shall begin on October 1 and end on September 30.
- B. For full-time employees, the Library will pay the full cost of the less expensive single or seventy-five percent (75%) of the family membership in either the Kaiser A HMO Plan or the Kaiser Added Choice Point of Service Plan.
- C. For part-time regular employees, the Library will pay fifty percent (50%) of either the single Kaiser A HMO Plan or Kaiser Added Choice Point of Service Plan for the duration of this Agreement.
- D. In the event of the cancellation of either Kaiser Added Choice Point of Service or Kaiser where the Library receives more than thirty (30) days' notice of such cancellation, the Library shall notify the Union, and the Library shall have the right to provide equivalent coverage in the aggregate.
- E. In the event of the cancellation of either plan, when the Library receives thirty (30) days' notice or less, the Library will notify the Union, as soon as practicable after the Library receives written notice of such cancellation. In such event, the Library shall have the right to provide substitute coverage.
- F. In the event that the renewal cost of the health insurance premium increases by more than fifteen percent (15%) above the base health care plan premium as of

October 1, 2009 with respect to the Kaiser Added Choice Point of Service Plan or the Kaiser A HMO Plan, the Library and full-time employees shall split evenly the increases above the fifteen percent (15%) limit, respectively, or the plans may be modified to reduce costs to below the fifteen percent (15%) premium increase.

- G. On or before August 1 of each year, the Library shall provide health insurance quotes to the Union President/Chief Negotiator with respect to an estimate of the premium costs in the next health care plan year. If the quote relating to the monthly premium exceeds the plan premium of October 1 of the previous year by more than fifteen percent (15%) for the Kaiser A HMO Plan or for the Kaiser Added Choice Point of Service Plan, either party may notify the other in writing to request to bargain, within seven (7) days of receipt of such quotes. The parties shall schedule bargaining with respect to both health care plans only and no other issues, economic or non-economic, to begin within a period of fifteen (15) days from the request to bargain. If the Union does not request bargaining within such seven (7) day period, or if the bargaining results in an impasse after thirty (30) days from receipt of a request to bargain, then the amount of increase above fifteen percent (15%) for the Kaiser A HMO Plan or for the Kaiser Added Choice Point of Service Plan shall be split evenly between the Library and full-time employees.
- H. Negotiations with respect to health insurance premiums during the thirty (30) day period shall be conducted by Library representatives and the Union President/Chief Negotiator and no more than two additional union members.

- I. If the parties bargain to an impasse with respect to health insurance premiums, there shall be no recourse to the grievance - arbitration procedure. At the time that the Library or the Union initiates negotiations, the Library and the Union will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the impasse procedures identified in this contract will be used in place of procedures alternately provided in O.R.C. 4117.10, 4117.14 and related sections.
- J. If either party determines the differences of position in bargaining with respect to health care insurance premiums are so substantial that further negotiations may not produce a satisfactory agreement, or in the event no agreement has been reached prior to the expiration of the thirty (30) day period, either party may request Federal Mediation and Conciliation Service (FMCS) to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. However, if the parties cannot agree prior to the expiration of the thirty (30) day period on terms by which the Plan or Plans may be modified to reduce costs to bring the costs below the fifteen percent (15%) limit, then the Library and full-time employees shall evenly split the increases above the fifteen percent (15%) cap. Further, in the event of impasse, the Union shall not engage in a strike.
- K. The Library shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, which shall apply only to employee contributions to health insurance premiums.

Section 2. Dental Insurance. The Library will pay the full premium costs of dental insurance coverage for all full-time employees, who have completed one year of service, through

the Delta Dental Plan, or the equivalent in the aggregate, which shall include the co-insurance features described in the Plan, copies of which are available on the Staff Center. The cap on covered dental services shall be Twelve Hundred Dollars (\$1,200) annual per covered person.

- A. In the event that the renewal cost of the dental insurance premium with respect to the Delta Dental Plan increases by more than eight percent (8%) above the October 1<sup>st</sup> base plan premium from the previous year, the Library and full-time employees shall evenly split the increases above the eight percent (8%) limit or the Plan may be modified to reduce costs to below the eight percent (8%) premium increase.
- B. In the event of the cancellation of Delta Dental Plan, or the equivalent in the aggregate, where the Library receives more than thirty (30) days' notice of such cancellation, the Library shall notify the Union and seek input from the Union and the Library shall have the right to provide equivalent coverage in the aggregate.
- C. In the event of the cancellation of Delta Dental Plan, or the equivalent in the aggregate, when the Library receives thirty (30) days' notice or less, the Library will notify and seek input from the Union as soon as practicable after the Library receives written notice of such cancellation. In such event, the Library shall have the right to provide substitute coverage.

**ARTICLE 29**

**WAGES AND BENEFITS**

**Section 1. Wages.**

A. There shall be no salary increases at any time during 2011.

B. **Economic Re-Opener.** The Agreement shall be reopened upon sixty (60) days written notice prior to December 31, 2011 by either party for the limited purpose of negotiating economic issues only.

Both parties reserve all rights under Ohio Revised Code Chapter 4117 with respect to the re-opener.

**Section 2. Life Insurance.** The Library will provide to employees who have completed one (1) year of service a group Life insurance plan, at the level of \$20,000 Term Life Insurance and \$20,000 Accidental Death and Dismemberment Insurance.

Employees terminating employment with the Library may, within thirty-one (31) days, convert the Library's group insurance plan into a private insurance plan up to the amount of \$20,000.

The disability income replacement plan remains at the one hundred dollars (\$100) per week level for a maximum of 52 weeks.

**ARTICLE 30**

**SAVINGS CLAUSE**

Any provision of this Agreement which is held by a final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state or federal statutes now effective, or which may become effective during the term of this Agreement, shall be considered void. The remaining provisions of this Agreement shall continue to be in full force and effect.

**ARTICLE 31**

**SUBCONTRACTING**

Section 1. The parties acknowledge that the Library utilizes the services of Security Officers provided by third parties in the branches, at the Lakeshore facility, to assist with special events and to meet short-term staffing needs. The Library will not subcontract any other work which is currently being done by bargaining unit employees except as provided in this Article.

Section 2. The Library shall have the right to contract out for work when employees do not possess the required expertise or ability to perform said work.

**ARTICLE 32**

**UNIFORMS**

Section 1. From June 1 through August 30 of each year of this Agreement, Security Officers shall wear short sleeved uniform shirts, which shall be provided by the Library.

Section 2. Lost items. The Library shall be reimbursed by Security Officers for any equipment in their care, or issued to them, that is lost or not returned to the Library when requested to do so. The items lost shall be reimbursed at replacement value. This includes using a form approved by the Library at least two (2) weeks prior to leaving the Library.

**ARTICLE 33**

**BURGLARY ALARMS**

Employees shall not be required to respond to burglary alarms between 8:30 P.M. and 8:00 A.M.

**ARTICLE 34**

**RETIREMENT AND SEPARATION FROM SERVICE**

**Section 1. Retirement.**

- A. All full-time and part-time regular employees come under the provisions of the Public Employee Retirement System of Ohio (“OPERS”). Under present OPERS rules and regulations, the Library shall contribute fourteen percent (14%) of gross wages of each employee; the employee contribution in the amount of ten percent (10%) of gross wages shall be paid by the Library. The Library and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by OPERS. The total compensation payable by the Library to each employee in any period shall be reduced by the amount payable by the Library to OPERS and treated as a pre-tax wage deduction by the Library.
- B. An employee disabled before age sixty (60) will be governed by the disability provisions of OPERS.

**Section 2. Separation from Employment.**

**A. Unused Sick Time**

1. Effective January 1, 2011, employees who have less than five (5) years CPL service on their retirement date shall not be entitled to payout for unused sick hours at the time of their retirement.
2. Employees who retire from January 1, 2011 through June 30, 2011 will, at the time of retirement, be paid for forty percent (40%) of unused sick hours up to nine hundred (900) hours in cash at his/her current salary rate. In addition, for each full year of service exceeding thirty two (32) years, the employee will be paid an additional thirty seven and one half (37.5) hours, until the remaining unused sick leave is exhausted. No more than a total of nine hundred (900) hours of unused sick time will be eligible for payout.

3. Employees who retire on or after July 1, 2011 will, at the time of retirement, be paid for forty percent (40%) of unused sick hours up to nine-hundred (900) hours in cash at their current salary rate. No more than a total of nine hundred (900) hours of unused sick time will be eligible for payout.
- B. Accumulated but unused vacation time will be paid to the employee upon termination of employment. Upon the death of an employee, accumulated but unused vacation time will be paid to the employee's beneficiary or estate.
- C. A Security Officer shall submit his/her resignation to the Human Resources Department by using a form approved by the Library at least two (2) weeks prior to leaving the Library.
- D. The Library shall continue to provide financial vehicle under Section 457 of the Internal Revenue Code with respect to the payment of accumulated vacation and sick leave upon the separation of service of eligible employees as defined in such plan.

**ARTICLE 35**

**NEGOTIATION PROCEDURES**

The negotiations and dispute settlement procedures set forth in Section 4117.14 of the Ohio Revised Code shall be followed by both parties.

**ARTICLE 36**

**WAIVER OF NEGOTIATIONS**

The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited opportunity to make proposals with respect to any subject not removed by law from collective bargaining, and that all agreements arrived at by the parties after their exercise of such opportunity are set forth in this Agreement.

Accordingly, for the life of this Agreement, each party voluntarily waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to or covered in this Agreement.

**ARTICLE 37**

**DURATION**

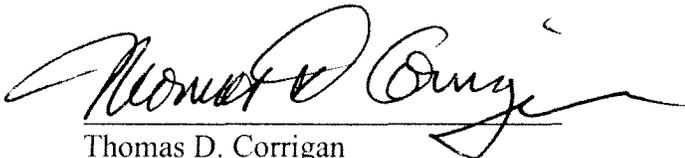
This Agreement shall become effective upon approval of the Cleveland Public Library and Teamsters Local Union No. 244 and shall remain in full force and effect until midnight December 31, 2012 and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate Agreement.

Nothing in this Article shall be deemed to prevent an agreement between the Library and the Union to extend the termination date.

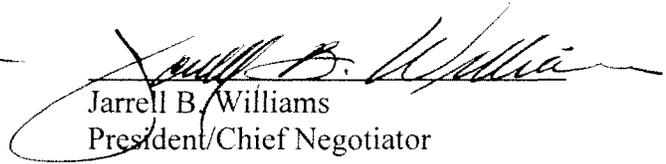
IN WITNESS WHEREOF, the parties have hereunto set their hands this 30<sup>th</sup> day of March, 2011.

CLEVELAND PUBLIC LIBRARY

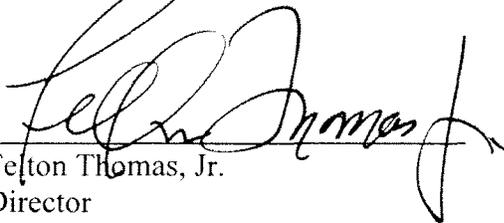
CITY, COUNTY & WASTE PAPER  
DRIVERS UNION, LOCAL 244



Thomas D. Corrigan  
President  
Board of Trustees



Jarrell B. Williams  
President/Chief Negotiator



Felton Thomas, Jr.  
Director

# CLEVELAND PUBLIC LIBRARY

## SECURITY OPERATIONS MASTER SCHEDULE

*SCHEDULE EFFECTIVE JULY 4, 2010 THROUGH JULY 3, 2011*

DATE							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<b>1 MP1</b>		<b>1000-1830</b>	<i>1000-1830</i>	<i>1000-1830</i>	<i>1000-1830</i>	<i>1000-1830</i>	
<b>3 LSW Desk</b>		<i>0700-1530</i>	<i>0700-1530</i>	<i>0700-1530</i>	<i>0700-1530</i>	<i>0700-1530</i>	
<b>4 Main Desk</b>		<b><i>0945-1815</i></b>	<b><i>0945-1815</i></b>	<b><i>0945-1815</i></b>	<b><i>0945-1815</i></b>	<b><i>0945-1815</i></b>	
<b>5 3<sup>rd</sup> Shift</b>		<i>1530-2400</i>	<i>1530-2400</i>	<i>1530-2400</i>	<i>1530-2400</i>	<i>1530-2400</i>	
<b>6 Nights</b>		0000-0830	0000-0830	0000-0830	0000-0830	0000-0830	

<b>7 Dock</b>		<i>0830-1700</i>	<i>0830-1700</i>	<i>0830-1700</i>	<i>0830-1700</i>	<i>0830-1700</i>	
<b>8 LSW Weekend Relief/Fill-in</b>	0830-1700	<i>0945-1815</i>	<i>0945-1815</i>			<i>0945-1815</i>	<b>0700-1530</b>
<b>9 3<sup>rd</sup> Shift Weekend Relief/Fill-in</b>	<i>1530-2400</i>	0945-1815			<i>0945-1815</i>	<i>0945-1815</i>	<i>1530-2400</i>
<b>10 Nights Weekend Relief/Fill-in</b>	0000-0830	<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>			0000-0830
<b>11 Relief</b>			<i>0900-1730</i>	<b>0900-1730</b>	<b>0900-1730</b>	<b>0900-1730</b>	<i>0945-1815</i>
<b>12 Relief Fill-in</b>		<i>0900-1730</i>		<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>	<b>0945-1815 MAIN DESK</b>
<b>2 Patrol</b>			<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>
<b>13 Patrol</b>			<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>	0945-1815
<b>14 Patrol</b>		<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>	<i>0945-1815</i>		<i>0945-1815</i>
<b>15 Lake Shore</b>		<i>0830-1700</i>	<b>0830-1700</b>	<b>0830-1700</b>	<b>0830-1700</b>	<b>0830-1700</b>	

Total <i>patrol</i> until 1815							
<b>SCHEDULE IS SUBJECT TO CHANGE</b>							

**This schedule contains 15 Security Officers**

**The work week is defined as 0000 hours Sunday to 2400 hours Saturday**

**All working 8 ½ hour shifts with 1 hour lunch**

**No mandatory overtime built into schedule**

**SLOTS 1,2,3,4,5,6,7, AND 8 AND THE FILL INS FOR THESE SLOTS SHALL BE CLEVELAND PUBLIC LIBRARY SECURITY OFFICERS**

- 1. When ever one of these slots is vacant for what ever reason it will be filled by a library Security Officer.**
- 2. The lowest seniority Security Officer available will fill the slot if not assigned to one of the above, if so, the next lowest Seniority Security Officer available will fill it who is not assigned to one of the above slots and so on until the eight slots are filled.**
- 3. Slots 9, 10, & 11 are fill in slots for Saturdays & Sundays for slots 4, 6, & 7. When the Security Officers that picked slots 4, 6, & 7 go on vacation slots 9, 10, & 11 will Fill in for the vacation or day off if they are not on vacation or a day off themselves.**
- 4. When the above slots are filled, the remaining slots, if needed will be offered for overtime by seniority. If not filled by overtime a contract guard will be hired.**

**SUNDAY VOLUNTEERS:**

**If there are no volunteers or not enough volunteers, contract guards will be hired.**

## **APPENDIX A**

TITLE: VOLUNTEER/GREETER

REPORTS TO: Friends of the Cleveland Public Library  
Public Services Department Manager  
Public Services Branch Manager

### PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Complies with work scheduling and attendance requirements and duties as established by the Friends of the Cleveland Public Library.
2. Consistently presents the Cleveland Public Library and its services in a positive manner and adheres to customer service guidelines and procedures as established by the Library.
3. Greets Patrons and conducts tours of the Library.
4. Picks up books and stray materials from around the Library and push in chairs.
5. While roaming the branch or Main Library departments greeting patrons, the volunteer/ greeter shall carry a radio provided by Security Operations.
6. The radio is provided for his/her safety and the safety of patrons that she/he may encounter. Anything that would be perceived by him/her as a potential problem or a problem, they shall notify Security Operations to send a Cleveland Public Library Security Officer to assist them.
7. Training for these Volunteer/Greeters will be provided by the Library.

Volunteer/Greeters will not be used to replace bargaining unit positions or used in a way to reduce staffing levels. The Library shall utilize volunteers to perform Library support activities which add value to the Library and public service.

CLEVELAND PUBLIC LIBRARY  
LOCAL 244 2010 SALARY SCHEDULE

GRADES/STEP	1	2	3	4	5	6	7	8	9	10	11	12
-------------	---	---	---	---	---	---	---	---	---	----	----	----

Annual	33,112.82	34,437.26	35,815.26	37,247.86	38,737.14	40,286.78	41,093.00	41,914.86	42,752.84	43,607.46	44,480.54	45,370.00
Bi-Weekly	1,273.57	1,324.51	1,377.51	1,432.61	1,489.89	1,549.49	1,580.50	1,612.11	1,644.34	1,677.21	1,710.79	1,745.00
Hourly	16.9809	17.6601	18.3668	19.1015	19.8652	20.6599	21.0733	21.4948	21.9245	22.3628	22.8105	23.2667

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