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# Elyria Public Library

## Union Contract

OPEIU Local 17

**April 1, 2011 – March 31, 2014**

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## ARTICLE 1

### **PURPOSE**

- 1.1 This Agreement is entered into between the Board of Trustees of the Elyria Public Library, hereinafter referred to as the "Library", and Office and Professional Employees International Union, Local 17, AFL-CIO, hereinafter referred to as the "Union", and constitutes a binding agreement between the parties.
- 1.2 This Agreement is designed to provide a method by which the Library employees covered by this Agreement can participate through their exclusive bargaining agent in establishment of those conditions which will tend to secure to the employees concerned a living wage, fair and reasonable conditions of employment, and provide methods of fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the Library.

The parties agree to maintain, encourage and assure the dignity and mutual respect of all staff members at the Library and desire to cooperate in establishing those conditions.

## ARTICLE 2

### **RECOGNITION**

- 2.1 Pursuant to the Certification of Representative issued by the State Employment Relations Board of the State of Ohio in Case No. 95-Rep-05-0100, the Library recognized Office and Professional Employees International Union, Local 17, AFL-CIO as the exclusive representative of its employees in a combined unit as described below with respect to wages, hours and terms and conditions of employment.
- 2.2 Accordingly, pursuant to O.R.C. 4117.06(D)(1), the combined unit of professional and nonprofessional employees is as follows:

Included: All office clerical employees employed by the Library included Government Documents III Clerk, Acquisitions/Senior Clerk, Assistant Head of Circulation, Audiovisual Clerk, Audiovisual Assistant, Head of Maintenance, Maintenance Assistance, Head of Pages, Page, Inventory/Acquisition Clerk, Processing/Bindery Clerk, Processing/Inventory Clerk, Processing/Mending Clerk, Reader's Advisory Assistant, Bookmobile Clerk/Driver, Circulation Clerk. All professional employees employed by the Library including Young Adult Librarian, Reference Librarian, Reference Assistant, Children's Librarian, Assistant Head of Children, Children's Assistant, Assistant Head of Reference, Cataloguer/Classifier.

Excluded: All confidential, management level, seasonal and casual employees, and supervisors as defined in Section 4117.01 of the Ohio Revised Code.

### ARTICLE 3

#### **NO DISCRIMINATION**

- 3.1 The Library and the Union each agree that it will not discriminate against any employee because of race, color, religion, national origin, sex, age, ancestry, honorable military service or handicap not precluding adequate job performance.

### ARTICLE 4

#### **MANAGEMENT RIGHTS**

- 4.1 Nothing herein shall be construed to restrict any Constitutional, statutory, legal, or inherent exclusive management rights with respect to matters of general legislative or managerial policy. The Library shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement. It shall be recognized that the Library has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, include the following:
- a) 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
  - b) Direct, supervise, evaluate, or hire employees;
  - c) Maintain and improve the efficiency and effectiveness of Library operations;
  - d) Determine the overall methods, process, means, or personnel by which operations are to be conducted;
  - e) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
  - f) Determine the adequacy of the work force;
  - g) Determine the overall mission of the Library;
  - h) Effectively manage the work force;
  - i) Take actions to carry out the mission of the Library.

## ARTICLE 5

### PROBATION

- 5.1 The Elyria Public Library makes use of a probationary period to provide an opportunity for on-the-job training and to judge the employee's ability to perform his/her job.
- 5.2 Persons newly employed in all positions in the bargaining unit shall be on probation for a period of six (6) months from the date of hire. All new Library employees will receive orientation/training at each Library site where it is deemed appropriate.
- 5.3 Upon the continuation of his/her employment following the completion of the probationary period, such employee's seniority will be calculated from his/her date of hire.
- 5.4 A probationary employee may be discharged at any time without cause. The Library agrees to give the employee a written performance evaluation after sixty (60) days from the date of hire and thirty (30) days prior to the end of the probationary period and as often as necessary at the discretion of the Library. The probationary employee shall be given a form prior to the first evaluation to allow him or her an opportunity to express concerns or questions regarding the training needs. The probationary employee shall acknowledge receipt of the evaluation. The Union Steward or designee shall receive notice that the evaluation was completed. Nothing in this paragraph shall affect the Library's right to terminate the employee's employment during his or her probation period. The Library agrees to post training hours.
- 5.5 Personal days are granted to employees who have satisfactorily completed their six (6) month probationary period.
- 5.6 Holiday pay will begin for probationary employees upon completion of the first sixty (60) days of probation. In order to keep them whole, hours will be **scheduled for** probationary employees who lost time due to a holiday. Christmas Day is to be considered a paid holiday for all employees, prorated for part-time employees.

## ARTICLE 6

### SENIORITY

- 6.1 For purposes of this Agreement, seniority of a full-time employee shall be bargaining unit seniority, which is defined as the total continuous service in the employment of the Library from his/her last date of hire into a bargaining position. When two employees' bargaining unit seniority is equal, the length of continuous employment with the Library shall be determinative.

Seniority of a part-time employee shall be bargaining unit seniority, as defined above. Beginning January 21, 2000, the bargaining unit seniority of a part-time employee shall be prorated on the basis of a forty-hour workweek calculated by the total number of actual hours paid during the calendar year. When two (2) employees' bargaining unit seniority is equal, the length of continuous employment with the Library shall be determinative.

6.2 A break in seniority shall be considered a termination of employment. Seniority shall be broken when an employee:

1. resigns;
2. is discharged for cause;
3. exceeds an approved leave of absence;
4. fails to report to work according to Article VIII;
5. fails to report absence within three (3) working days;
6. remains on layoff more than twelve (12) months.

6.3 The Library shall provide the Union with a seniority list of the bargaining unit on or before February 1 of each year. The seniority list shall include the name, classification, department, date of hire, bargaining unit seniority, wage, pay grade and regularly scheduled hours. A copy of this list will be posted in each work site. Employees shall have thirty (30) calendar days from the date of posting to challenge and/or question the seniority list. If no protest is received within the thirty (30) calendar days, the names, dates, etc. shall be final for that year and will be used for purposes of this Agreement.

6.4 If an employee resigns from the Library and is re-hired in one (1) year from the effective date of his/her resignation, he/she shall retain his/her former bargaining unit seniority.

6.5 If an employee applies for and is awarded a position outside the bargaining unit, he/she shall retain but not accrue seniority for a period not to exceed two (2) years, during which time he/she may return, if qualified, to a vacant position in the classification covered by this Agreement with his/her previous seniority. Thereafter, his/her seniority shall be lost and should he/she seek employment in a bargaining unit position he/she shall be considered for bargaining unit seniority purposes under this Agreement a new hire. The two (2) year period shall begin from the date he/she begins their job in the non-bargaining unit position.

It is understood between the parties that nothing contained in this Article or this Agreement shall prevent the Library from terminating any employee in any position not covered by this Agreement during the two (2) years, and such termination shall not be subject to the grievance and arbitration provisions contained in this Agreement.

- 6.6 The Library shall inform the Union in writing of the change of status of any employee, including approval of a leave of absence or change in status from full-time to part-time or part-time to full-time or a change in the bargaining unit status.
- 6.7 Bargaining unit seniority shall apply in the following areas: layoff, recall and displacement, bidding of jobs (Article 9), scheduling of additional hours, scheduling of vacation, and transfers.

Date of Hire (Years of Service) shall apply in the following areas: Accrual of vacation and personal days.

## ARTICLE 7

### LAYOFF

- 7.1 In the event a decrease becomes necessary in the work force, the Library and the Union shall meet and engage in FMCS's Interest Based Problem Solving (IBPS) process with respect to the layoff. The Library and the Union shall have a maximum of four (4) representatives each at each session of the IBPS process, all of whom shall undergo IBPS training. The Library shall provide the Union with a current bargaining unit seniority list and an updated classification list.

During the IBPS process, the Union shall not dispute the decision of the Library with respect to the amount of funds necessary to be cut, the right to reorganize the work force or the determination by the Library that a reduction in the work force is necessary due to lack of work. Further, the IBPS process shall not include discussions regarding the elimination of non-bargaining unit positions or the layoff of management personnel.

The Library and the Union agree to engage in the IBPS process for at least one (1) week, which shall be extended to two (2) weeks by mutual agreement of the parties. Should the IBPS process not be successful, the following layoff language shall apply.

- 7.2 The Library shall give written notification of the layoff to the bargaining unit employee(s) that may be affected, and the Union, thirty (30) days in advance of the effective date of layoff, when feasible, but no later than fourteen (14) days in advance of the effective date of layoff. **Once this Notice is issued by the Library, employees who anticipate that they will not be readily available (e.g., anticipate going on vacation out of town) will notify the Head Steward and the Director of the Library; and arrangements will be made concerning how to contact the employee in the event that employee is subject to a layoff Notice. The Library and the Union agree to work cooperatively to inform the employees as to how the layoff process will proceed.**

- (a) In the event it becomes necessary for the Library to layoff employees covered by this Agreement, it shall first layoff in the order: employees

who volunteer to be laid off, temporary employees (where the layoff does not cause the Library to lose grant funds), and then probationary bargaining unit employees.

- (b) A layoff of full-time or part-time employees covered by this Agreement shall be done on the basis of bargaining unit seniority within the affected classification(s). For layoff and recall purposes only, a full-time employee is an employee working in excess of twenty (20) hours in a work week, and a part-time employee is one who works twenty (20) hours or fewer in a work week. For purposes of this article "classifications" in order of precedence (highest to lowest) are defined as follows:

1. Librarian Assistant Department Head
2. Librarian
3. Library Associate
4. Computer Network Tech
5. P.R. Assistant
6. Computer Equipment Tech
7. Lead Maintenance
8. Library Tech III/AV/Circulation Assistant Department Heads
9. Maintenance Assistant II
10. Library Tech II/Head Page
11. Maintenance I
12. Library Tech I
13. Page

- (c) Bumping: Except as set forth below, a laid off or bumped employee, using his/her total bargaining unit seniority may displace another employee in the same or lower classification(s) provided, however, the laid off or bumped employee must displace the employee with the **least** bargaining unit seniority in the same or lower classification.

Subject to the seniority provisions above, an employee working in excess of twenty (20) hours in a work week can bump an employee working forty (40) hours or fewer in a work week. An employee working twenty (20) hours or fewer in a work week can only bump an employee that works twenty (20) hours or fewer in a work week.

In order to displace another employee, the laid off or displaced employee must be qualified to perform the work required. "Qualified" means having the ability, education, and skill to meet the normal required standards of the job upon minimal orientation to the position not exceeding twenty (20) working days (qualification period). If after ten (10) working days in the position there is relevant and supporting documentation that the employee will not be qualified for the position within the twenty (20) working day

qualification period, the employee will be laid off with no further bumping rights.

An employee that has bumped will be compensated at an hourly rate equal to the weighted average of the employee directly more senior and the employee directly less senior in that classification.

- (d) An employee having bargaining unit seniority of at least one (1) year who is laid-off and is rehired not more than one (1) year following the date of layoff shall retain bargaining unit seniority accrued prior to layoff but shall not accrue bargaining unit seniority between layoff and rehire.

## ARTICLE 8

### RECALL

- 8.1 When the Library is able to recall employees, the Union office and the Chief Steward will be notified. If either side requests, a meeting will be scheduled in as timely a fashion as possible.
- 8.2 Any employee laid off within the past twelve (12) months, who is to be reinstated, shall be notified by **the Library. The Library may attempt to contact the employee in person or by telephone to inform the employee of the opportunity and obtain the employee's response; such action shall be documented by the Library with a copy to be provided to the Union. In the absence of such direct contact,** certified mail **shall be** sent to the employee's last known address with a copy to the Chief Steward and the Local Union office. Within five (5) working days exclusive of weekends and holidays of said notification by certified mail, the recalled employee shall return to work except in unforeseen circumstances. (Examples of an unforeseen circumstance may be: is out of town/state, or need to serve a two (2) week notice to a current employer). In the event of unforeseen circumstances, the employee shall return to work within ten (10) days of said notification. In the event said employee does not respond in the said period of time, his/her bargaining unit seniority rights hereunder shall cease and terminate.

In the event of an unforeseen circumstance, the employee shall notify the Director or designee.

It shall be the responsibility of the employee to keep the Library informed of his/her current correct address and telephone number.

- 8.3 For the purposes of recall, it is the intent of both sides that laid-off employees should return by bargaining unit seniority to their original jobs to the extent possible. If job duties or qualifications have changed during the layoff period, the Library will make every effort to recall employees to the position closest to the one they left within their classification. The employee must be qualified and able to learn the new job per Article 7.2(c) paragraph 2 and 3.

- 8.4 During layoff, the Library will maintain two (2) lists developed in the layoff process using Article 7.2(c) paragraph 2. There will be one list showing full-time (in excess of twenty (20) hours) laid off employees by bargaining unit seniority within classification and a second list showing part-time employees by bargaining unit seniority within classification. Using these lists, the Library will recall full-time laid off employees to full/part-time positions and part-time laid off employees to part-time positions.
- 8.5 An employee who is laid off may choose to remain on the recall list up to twelve (12) months rather than accept a recall to a non-comparable position (i.e., in terms of number of hours, pay and benefits). An employee who refuses a comparable position in terms of number of hours, pay and benefits, shall be removed from the recall list. Please note that job site is not part of comparability.

## ARTICLE 9

### **JOB POSTING**

- 9.1 When vacancies in bargaining unit positions occur or new positions are created and if the Library chooses to fill the position, the Library shall post a notice on the bulletin board(s) of all Library facilities for a period of five (5) working days, during which time any employee may apply in writing to the Director.

If more than one bargaining unit employee applies for a posted position, the most qualified employee shall be awarded the position with consideration given to bargaining unit seniority at the discretion of the Library. "Qualified" shall mean possessing the prerequisite skills and abilities contained in the position description and in the vacancy announcement, having the ability to satisfactorily perform the required work, having the necessary academic qualifications, having experience in the Library or at a comparable library system and having related experience **and an employee's performance evaluations prior to the posting and time in grade prior to the posting will also be considered.**

- 9.2 The vacancy notice shall include the classification, title, salary, grade, department, number of hours, qualifications, brief job description, and application deadline.
- 9.3 The successful bidder awarded the positions shall be in place within fourteen (14) days following the decision by the Director.
- 9.4 Job bidding by full-time employees may be done no more than once every six(6) months. This item does not apply to an employee who was an unsuccessful bidder on any position. Part-time employees may bid on any job at any time.
- 9.5 Trial Period:

- a) An employee awarded a position under these provisions shall be allowed a trial period of up to thirty (30) days actually worked, beginning with the first day in the new position.
- b) If during such trial period, it is determined that an employee is not satisfactorily performing the work, the employee shall be reassigned to his/her former position.
- c) An employee who is reassigned to his/her former position will be paid at his/her former rate of pay plus any regular step and/or wage increases that would have been received by such bargaining unit employee in the former position, during the time the employee was in the new or vacant position.

9.6 Transfers:

The Library shall have the right to transfer all or a portion of an employee's hours to another position temporarily for the purpose of covering a vacancy, pending the filling of a vacancy, or for scheduling needs of the Library. However, the Library shall not temporarily transfer an employee to avoid the job posting procedure or for disciplinary purposes.

**ARTICLE 10**

**UNION**

10.1 Dues and Service Fees.

- a) The Library will deduct any initiation fees and dues levied by the Union from the pay of members of the bargaining unit upon receipt from the Union of individually signed authorization cards/forms executed by the member for that purpose and bearing his/her signature.
- b) All employees who are covered by this Agreement who are not members of the Union and who have been employed by the Library for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by the members of the Union. The fair share fee shall be paid by payroll deduction. The Union agrees to have on file and make available to any employee paying a fair share fee, rules adopted by the Union for regulation of the fair share fee and any rebate procedures.
- c) All authorized deductions will be made from the employee's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union by the fifteenth (15<sup>th</sup>) of each month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

- d) The Union shall indemnify and hold the Library and any of its agents harmless against any and all losses, costs, expenses, claims, demands, suits and other forms of liability that may arise out of, or by reasons of action taken or not taken by the Library for the purpose of complying with any of the provisions of this Article 10, or in reliance of any notice of authorization form furnished under any of the provisions of this Article 10.

10.2 Limitations on Use of Library Time.

- a) The Library encourages use of the Library facilities for Union needs, but does not allow paid time to do Union business or planning, except as followed in Article 13.

10.3 A section of a bulletin board or a separate bulletin board shall be provided in a non-public area of the Library and its sites for use by the Union.

**ARTICLE 11**

**REPRESENTATION AT BOARD/ADMINISTRATIVE MEETINGS**

- 11.1 Union questions or comments may be placed on the agenda of the supervisors meetings once per month at the discretion of the Director, who may request that a Union representative attend the meetings as appropriate.
- 11.2 Communications to the Board of Trustees or one of its committees are to be sent to the Board of Trustees through the Director.

**ARTICLE 12**

**LABOR/MANAGEMENT COMMITTEE**

- 12.1 The Union and management shall establish a joint committee for the purpose of discussing common concerns and issues of concern to either side. Items for discussion shall not include pending grievances, nor will this committee substitute for the regular negotiation process. Purpose of committee shall be to promote a problem solving approach to matters of mutual concerns and the committee shall not keep a record or prepare a report unless both the Library and the Union agree.
- 12.2 The committee shall meet at least quarterly unless otherwise agreed by the parties. The committee shall be composed of three members chosen by management and three members chosen by the Union.
- 12.3 Neither the discussion of any matter by the Labor Management Committee, the failure to discuss any matter, the action on, or the failure to act on a subject of discussion shall give any right to file a grievance under this contract, nor in any way detract from a filed grievance.

- 12.4 Meetings shall be held during regular Library hours and committee members regularly scheduled to work at the time shall receive release time.

Alternates to this committee may be picked by each side.

### ARTICLE 13

#### **GRIEVANCE PROCEDURE**

- 13.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lower step of this procedure.
- 13.2 For purposes of this procedure, the below listed terms are defined as follows:
- a) Grievance – a “grievance” shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of only specific and express written provisions of this Agreement.
  - b) Aggrieved party – the “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
  - c) Days – a “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays provided in this Agreement.
- 13.3 The following procedure shall apply to this administration of all grievances filed under this grievance procedure.
- a) All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
  - b) Decisions shall be rendered in writing at each step of the Grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union, if any.
  - c) The preparation and processing of grievances shall be conducted as much as possible during non-working hours.
  - d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate Library supervisor and having said matter informally adjusted without the intervention of

the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and the Library, and shall, in all respects, be final, said adjustments shall not create a precedent or ruling upon the Library in future proceedings.

- e) An employee who is eligible to be, but is not a member of the Union is at liberty to present and settle a grievance without the intervention by the Union provided that proper procedures are followed and the decisions are not in violation of this Agreement.
- f) Any employee who pursues any other available remedy other than provided by this grievance procedure cannot seek any remedies provided by this procedure.
- g) The time limits provided herein will be strictly followed. The time limited specified for either party may be extended only by mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.
- i) The parties agree that the grievance procedure is a private matter between the Library, the Union and the Grievant and shall attempt to keep the discussion of the matters within the grievance procedure as much as possible. Forms for the processing of grievances shall be available from the Union or the Director's office.

13.4 If an employee believes he or she has a grievance, the employee shall request a meeting to informally discuss the event or occurrence with their Union representative and supervisor (or designated management representative) in order to achieve a resolution. Time limits during this informal step will be mutually agreed upon in writing.

Any agreed upon resolution will be recorded and signed by the participants and a copy of the document will be provided to the Library Director and to the local Union Head Steward (or designated Union representative) for their approval. If the Union or management determine the resolution is in conflict with the contract or state and local law, the matter shall be referred to Step 1 of the grievance process or referred to the Labor Management Committee if it is not a grievable issue.

If the affected employee is not satisfied with the disposition of the issue, they retain the right to initiate Step 1 of the grievance process as outlined in the contract.

Issues of concern to both labor and management, and issues representing common concerns may be referred to the Labor Management Committee.

All grievances shall be administered in accordance with the following steps of the Grievance procedure:

**STEP 1: SUPERVISOR/DESIGNEES**

If an employee believes he or she has a grievance he or she shall notify the Union and the employee's supervisor or designee within five (5) days of the occurrence of the facts giving rise to the grievance or from the date on which the employee discovered or should have reasonably discovered the facts underlying the grievance. If any employee has a grievance, he/she shall contact his/her steward. The Union shall reduce the grievance to writing and file it with the employee's immediate supervisor/designee within five (5) working days after the facts or event giving rise to the grievance have occurred, or the dispute is discovered. The day of occurrence shall not be counted as part of said five (5) working days. The written grievance inasmuch as possible shall set forth in summary form the complete details of the grievance including the facts; the Article and Section of this Agreement upon which the grievance is based; the approximate time of the occurrence or discovery, and the relief or remedy requested. The supervisor/designee who receives the grievance shall acknowledge and date the receipt on the grievance form. A copy of the grievance shall be delivered by the Union to the Director of the Library, or his/her designee. Within five (5) working days of the receipt of the grievance, a meeting will be held with the supervisor, the grievant, and one of the stewards, alternate steward or Chief Steward. The supervisor shall give a written answer to the grievant within five (5) working days after the before-mentioned meeting.

**STEP 2: AREA HEAD/DESIGNEE**

If the dispute is not resolved at Step 1, it shall be presented as a grievance to the area head/designee within five (5) days of the delivery of the answer.

The area head/designee shall convene a hearing within five (5) days of the receipt of the appeal. The hearing shall be held with the aggrieved party and his Union steward or Chief Steward, if the grievant requests one. The area head/designee shall issue a written response to the Chief Steward or designee with a copy to the employee if the employee requests one, within five (5) days from the date of the hearing.

**STEP 3: DIRECTOR**

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Director within five (5) days from the date of the rendering of the decision of Step 2. Copies of the written decision will be submitted with the appeal. Director or his/her designee shall convene a hearing within ten (10) days of the receipt of the appeal. A Union staff representative may attend this meeting. The hearing will be held with the aggrieved party, his Union representative and any other party necessary to provide

the required information for the rendering of a proper decision. The Director or his designee shall issue a written decision to the Union with a copy to the employee if the employee requests one within ten (10) days from the date of the hearing via certified mail.

### 13.5 ARBITRATION

If the grievance is not satisfied and resolved at Step 3, it may be submitted to arbitration upon request of the Union's Official Grievance Committee in accordance with this Section.

The Union, based upon the facts presented, has the right to decide to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty-five (35) days from the date final action was taken on such grievance under Step 3 in the grievance proceeding and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a Notice to Arbitrate, the Library and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as arbitrator. In the event the two (2) spokespersons cannot agree upon the person within ten (10) days of the demand for arbitration, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators in accordance with its then applicable rules and regulations. Either side may reject a list of arbitrators and request another list.

- a) The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and the sections of the Agreement, and shall be without power or authority to make any decisions:
  - 1) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
  - 2) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulation, presently or in the future established by the Library so long as such practice, policy, or regulations cannot conflict with this Agreement.
  - 3) That would change the established wage scales that have been negotiated as part of this Agreement.
- b) The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If

the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- c) The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Library, Union, and the grievant. The decision of the arbitrator shall be final and binding, and the Library shall notify the grievant and the Union within ten (10) working days after his receipt of the arbitrator's decision as to when the Library will implement the arbitrator's decision if necessary.
- d) The cost of the services of the arbitrator shall be borne equally by both parties. Arbitration hearings shall be held at a mutually agreed to location. The expense of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

13.6 The time limits set forth in the Grievance procedure shall, unless extended by mutual agreement of the Library and of the Union, be binding on both parties. Working days as provided in the grievance procedure shall not include Saturdays, Sundays or holidays.

13.7 In a suspension or discharge case, the grievant and/or the Union shall file a grievance at Step 3 within five (5) working days from the date the Library provides written notice of the suspension or discharge. If the Union is not satisfied with the decision of the Director, and if the Union wishes to proceed further, the Union will refer the grievance to the next step of the grievance procedure within seven (7) working days after the receipt of the Director's decision.

13.8 NO STRIKE/NO LOCKOUT

The grievance procedure shall be the exclusive method of reviewing and settling grievances between the Library and the Union and or between the Library and the employee(s). During the life of this Agreement, the Union agrees not to engage in a strike, work stoppage, or slow down and the Library agrees not to engage in a lockout.

#### ARTICLE 14

##### **ACCESS TO PERSONNEL FILES**

14.1 An employee shall have the right to inspect his/her personnel files in the presence of the Director or his/her designee twice per year or if an employee is grieving a disciplinary action. An employee shall make the request to review his/her personnel files at least five (5) days in advance or upon reasonable notice in the case of a grievance.

## ARTICLE 15

### **DISCIPLINARY PROCEDURES**

- 15.1 The Library Board of Trustees has the sole right and responsibility to establish reasonable rules and appropriate procedures for the discipline of all Library employees.
- 15.2 In imposing disciplinary action, the Library administration will adhere to the concept of "just cause," which includes, but may not be limited to, the following principles:
- a) Employees will be informed of the standards, rules and/or directives which they are expected to meet and the consequences of failure to meet said standards, rules or directives.
  - b) The Library will apply discipline equitably and consistently and will avoid arbitrary or hasty action.
  - c) The Library will evaluate each disciplinary situation in the light of the employee's work record and penalties will be reasonably related to the seriousness of the offense and past work record. Discipline imposed shall be progressive and reasonable.
- 15.3 Copies of any disciplinary action shall be furnished to the employee and unless otherwise directed in writing by the employee, a copy shall be furnished to the Union and Chief Steward.
- 15.4 An employee may appeal a demotion, suspension, discharge, or written disciplinary action through the grievance procedure. All suspensions and discharges are to be filed according to the provisions in Article 13.7.
- 15.5 Any suspension shall be for a specific number of consecutive days on which the employee otherwise would have been regularly scheduled to work.
- 15.6 The Library retains the right to discharge an employee for just cause.

## ARTICLE 16

### **HEALTH AND SAFETY**

- 16.1 The Library agrees to provide a reasonably safe and healthful workplace free from recognized hazards that are causing or likely to cause death or serious physical harm. The Library shall conduct annual training for security and emergency situations. There shall be training on all new policies. All policies shall be in writing. The Library shall review and revise current emergency and security policies and conduct training on new policies. Written policies shall be made available throughout the Library sites.

16.2 In the course of performing regularly assigned duties, employees may observe certain practices and equipment, as well as environmental conditions that may present safety or health hazards. Employees should report such practices, equipment and conditions to a supervisor.

If an employee is reasonably concerned regarding a safety or health issue, the employee shall approach a supervisor with a Union Steward to bring such concerns to the Library's attention. If the supervisor and the Union Steward agree that the condition constitutes a potential health hazard, the matter shall be immediately reported to the Department Head and/or Director for action.

An employee who must be given different work because of a health and safety hazard will not be paid at a lower rate as a result.

### 16.3 ASBESTOS

The Library shall give the Union and all affected staff reasonable notice, prior to any asbestos abatement or removal in any Library property which is in or near working areas of bargaining unit employees. The Library shall provide the Union with the results of air quality tests, if any, taken either immediately prior to or immediately following asbestos abatement or removal, unless such tests are taken either in connection with an investigation or administrative proceeding with a municipal, county, state or federal government agency, or in connection with ongoing or potential litigation.

### 16.4 VIDEO DISPLAY TERMINALS

An employee whose job requires sitting for more than two (2) **hour** intervals before a Video Display Terminal shall be granted a five (5) minute break at the end of each hour at the terminal, unless this break coincides with an existing break.

### 16.5 VEHICLES

Vehicles owned by the Library shall be subjected to annual safety inspections by an independent person or entity.

Whenever an employee who operates a vehicle learns of a defect or has knowledge that the vehicle needs maintenance or repair, he/she shall promptly submit a written job order to his/her immediate supervisor. Job orders shall be handled as promptly as circumstances permit.

## ARTICLE 17

### **TRAINING AND PROFESSIONAL DEVELOPMENT**

17.1 The Library agrees to provide opportunities that promote continuing education, training and upgrading of employees. These opportunities will enable employees to increase knowledge and skill and advance career goals.

- 17.2 In the event the Library requires an employee to attend any function on behalf of the Library, one hundred percent (100%) of the cost and material required for attendance will be paid for by the Library (per the Professional Development Policy) and the employee will be kept whole.

If required, adjustments will be made to an employee's work schedule to keep that employee's particular work week in which the activity falls whole. Employees will not lose or gain wages or benefits by attending an approved professional development activity.

- 17.3 All employee requests to attend a work related function must be submitted on Library's Travel Authorization Form. Upon approval of an employee's request for attendance, the Library may, at its discretion, pay the registration fee, reasonable hotel, travel expenses and actual meal expenses (per the Professional Development Policy) for attendance at conferences, seminars, courses and workshops. Payment will be made in accordance with the Fair Labor Standards Act. The decision to accept or reject the request to attend conferences, seminars, courses and workshops, is not grievable.

#### 17.4 GRADUATE TUITION POLICY

In order to assist half-time to full-time Library staff taking Graduate Library Science classes, the Library will reimburse staff members for tuition up to one hundred fifty dollars (\$150.00) per class not to exceed three hundred dollars (\$300.00) per year provided funds are available. The course must be at an ALA accredited school and be pre-approved by the Director based on availability of funds and relevant to Library needs. The employee must also remain with the Library for one year after completing the course or reimburse payment. Funds may be budgeted by the Library Board.

### ARTICLE 18

#### RETIREMENT

- 18.1 Public Employees Retirement System of Ohio (PERS). All persons employed are required by law to belong to the Public Employees Retirement System of the State of Ohio. The percentage established by PERS is automatically deducted. The Board of Library Trustees pay the percentage established by PERS as the contribution from the Library.

### ARTICLE 19

#### LIFE INSURANCE

- 19.1 All regular full-time and part-time employees working ten or more regularly scheduled hours per week covered under this Collective Bargaining Agreement shall be entitled to

life insurance coverage in the amount of \$10,000.00. At age seventy (70), the employee's coverage will be reduced to \$5,000.00.

## ARTICLE 20

### MISCELLANEOUS

#### 20.1 UNSCHEDULED JOB SITE CLOSINGS

In the event of an unscheduled job site closing, the Library shall have the right to assign staff from the closed job site to another job site. Employees covered by this Agreement shall be paid for hours scheduled whether assigned to another job site or not. Employees instructed not to report to work or who have reported to work and were released due to an unforeseen closing shall be paid for hours scheduled.

#### 20.2 MILEAGE

Employees using their automobile will be reimbursed at the current IRS rate.

#### 20.3 Responses to time off requests shall be in a timely manner but no longer than seven (7) calendar days with a signed copy of the Absence/Leave Request Form to the employee.

## ARTICLE 21

### VACATION

#### 21.1 REQUESTING VACATION LEAVE

All vacation time must be approved by supervisor in advance of taking it. Employees requesting to use vacation time shall sign up with their Department Head during the month of January **for the use of seven (7) or more consecutive days during** the twelve month period (March through February) following the end of the sign-up period. In case of conflicting requests of two or more persons in the same department, mini-branch or bookmobile, requests shall be granted on the basis of bargaining unit seniority. Approval of such requests shall be subject to the staffing needs of the Library.

Employees requesting to use vacation time shall sign up with their Department Head during the month of February for use of **six (6) days or less during** the twelve month period (March through February) following the end of the sign-up period. In case of conflicting requests of two or more persons in the same department, mini-branch, or bookmobile, requests shall be granted on the basis of bargaining unit seniority. Approval of such requests shall be subject to the staffing needs of the Library.

An employee who fails to submit a request for vacation during this sign-up period forfeits seniority rights with respect to those requests which have been granted during the request period. Vacation requests after the sign-up period will be granted on a first-come, first-

serve basis. Bargaining unit seniority will be the determining factor if more than one employee asks for the same time off in the same day. Further, if any employee wishes to change his/her vacation, changes may be approved at the discretion of the Library.

When requesting vacation leave for periods of one (1) week or more after the January sign-up, vacation leave shall be requested at least thirty (30) days in advance and may be approved at the discretion of the Library.

The above articles shall pertain to part-time or full-time employees.

## 21.2 LENGTH OF VACATION

- a) Staff members in a professional level position with an accredited Master of Library Science Degree are allowed four (4) weeks per year.
- b) Assistant heads of departments without the M.L.S. are granted two (2) weeks vacation for the first three (3) years in the position and three (3) weeks thereafter.
- c) All other full-time employees are entitled to two (2) weeks vacation. After five (5) years service full-time employees will be granted three (3) weeks vacation.
- d) A part-time employee who transfers to full-time will have their vacation awarded based on bargaining unit seniority.
- e) Part-time employees' eligibility for vacation shall be calculated and paid on the basis of the average weekly number of hours paid the previous year. An employee must average ten (10) hours per week in order to qualify for vacation. Vacation entitlement shall be calculated on the anniversary of the employee's date of hire. A part-time employee shall receive one (1) week vacation equivalency after the first year. After the fifth year, the employee shall receive two (2) weeks vacation equivalency. A part-time employee with ten (10) or more years bargaining unit seniority shall be granted three (3) weeks vacation equivalency.

## 21.3 ACCRUED BUT UNUSED VACATION TIME SHALL BE PAID TO AN EMPLOYEE:

- a) **On termination from the Library. As a condition of the foregoing, any full-time employee holding a position for which an MLS Degree is required shall submit his or her resignation or notice of retirement to the Director at least four (4) weeks prior to leaving the Library; and all other employees shall submit their resignations or notices of retirement at least two (2) weeks prior to leaving the Library; and, except in the case of emergencies or with the consent of the Director, failure to give such proper and timely notice of resignation or retirement shall result in the loss of benefits under this subsection "a."**

- b) Accrued but unused vacation time shall be paid to an employee's estate upon his/her death.
- 21.4 Employees earn, but cannot take, vacation until the first year of employment is completed. Employees leaving employment before the end of the first year of employment forfeit earned vacation.
- 21.5 Vacation may be carried over to the next year, but **effective January 1, 2012**, if not used within **two (2)** years, shall be forfeited
- 21.6 No less than thirty (30) minutes vacation may be taken at any one time and must be approved.

## ARTICLE 22

### HOLIDAYS/PERSONAL DAYS

- 22.1 The following days shall be recognized as holidays:
  - The first day of January, known as New Year's Day
  - The last Monday in May, known as Memorial Day
  - The fourth of July, known as Independence Day
  - The first Monday of September, known as Labor Day
  - The fourth Thursday of November, known as Thanksgiving
  - The twenty-fourth day of December, known as Christmas Eve
  - The twenty-fifth day of December known as Christmas Day
- 22.2 When any of the above-mentioned recognized holidays falls on a Sunday, the succeeding day shall be a holiday. When one of the above-mentioned recognized holidays falls on a Saturday, employees not scheduled to work that day shall be permitted to take time off during the week equal to the number of hours the employee would have received for that holiday. Part-time employees, who lose hours because the Library is closed on Sunday or a holiday shall be scheduled for the number of hours lost during that pay period. Those employees may opt out of those hours by using the Absence/Leave form and with the approval of their supervisor.
- 22.3 When a holiday falls within an employee's vacation period, it shall not be considered as part of such leave and the employee shall not be credited with using vacation time for that day.
- 22.4 Part-time employees regularly scheduled for fifteen (15) hours or more will be paid for holidays on a prorated basis based on their regularly scheduled hours divided by five (5). Part-time employees who work less than fifteen (15) hours per week are not entitled to holiday pay or personal days. Part-time employees regularly scheduled less than fifteen (15) hours per week and who have five (5) years of service are entitled to three (3) hours pay in lieu of holiday or personal day pay each year. In order to collect this benefit, the

employee must notify the Library of his or her eligibility on an Absence/Leave form to be provided by the Library.

- 22.5 Full-time employees and part-time employees who are regularly scheduled fifteen (15) hours or more will be awarded a personal day each trimester (January 1, May 1 and September 1). Each personal day must be used within the trimester. Full-time and part-time employees who are regularly scheduled fifteen (15) hours or more will also be awarded one additional personal day per year that may be taken any time during the year. All personal time must be approved by the supervisor. An employee shall request to use a personal day, whenever feasible, before the supervisor prepared the schedule for the time period when the personal day is to be used. The hours off granted shall be equal to the regularly scheduled time for that day.
- 22.6 An employee with twenty (20) years' seniority or more shall be entitled to one (1) additional personal day.

### ARTICLE 23

#### **SICK LEAVE**

- 23.1 Sick leave shall be allowed for personal illness, pregnancy, personal injury, medical/dental appointments which cannot be scheduled outside work hours. Absence for medical or dental appointments or treatment can be made up with the approval of the Department Head of supervisor.

"Personal Illness" is defined as an infection that may, to a reasonable degree of medical certainty, endanger others, or a medical condition, which prevents the employee from performing his or her job functions.

Sick leave may be used for the illness/injury or for medical appointments which cannot be scheduled outside work hours of a son, daughter, grandchild, parent, grandparent, step child, foster child, spouse or significant other ("significant other" living within the employees' household), up to fifteen (15) instances per year (an instance will be each day or timeframe that is taken off).

Sick time must be taken in one-fourth (1/4) hour increments with a minimum of one-half (1/2) hour.

- 23.2 Each full-time employee covered by this Agreement shall be granted sick leave in the amount of one day for each completed month of work. A part-time employee shall be entitled to sick leave in the amount of three (3) hours for every one hundred hours paid. **Beginning from and after the date this Agreement is executed by the parties, the maximum sick time which an employee may accumulate shall be One Thousand Forty (1,040) hours; provided that, if an employee has accumulated more than that total as of the date the Agreement is executed, he shall not forfeit any accumulated hours, but, when the employee's total falls below 1,040 hours, that employee shall**

**not, in the future, exceed that maximum accumulation.** An employee covered by this Agreement with ten (10) years of employment with the Library shall be entitled to receive twenty percent (20%) of a maximum of 960 accumulated sick time hours upon his or her retirement from the Library to OPERS or upon his or her death. In the latter case, any amount accrued shall be paid to the employee's estate.

23.3 Whenever an employee covered by this Agreement shall take more than four (4) consecutive workdays off, a physician's certificate confirming the employee's illness and his/her ability to return to work shall be required.

23.4 Illness or inability to report for duty must be reported to the Department Head/supervisor as soon as possible but no later than one (1) hour before the employee's normal starting time. The Library recognizes that unforeseen circumstances may prevent an employee from reporting off on time.

If an employee spends time in the staff room for more than one-half hour or more because of illness, that time is counted as sick leave.

23.5 The Library agrees to keep the Sick Leave Bank Policy currently in effect for the term of this contract. (A copy of this policy shall be provided to the Union office).

#### **ARTICLE 24**

##### **FAMILY MEDICAL LEAVE ACT AMERICANS WITH DISABILITIES ACT**

24.1 The Library and the Union agree that the Family Medical Leave Act ("FMLA") and the Americans with Disabilities Act apply to this workplace. The parties agree to review the provisions of this article and renegotiate this article if the Congress of the United States or a court of competent jurisdiction over one of these acts should change a provision of the Family Medical Leave Act or the Americans with Disabilities Act which is referenced in this article.

#### 24.2 TYPES OF FMLA LEAVE

Eligible bargaining unit employees so selecting shall, upon written request, be granted FMLA leave of absence without pay for up to, but no more than twelve (12) weeks in one calendar year, defined as January 1 through December 31, for the following reasons:

- a) Birth of a child and in order to care for such child within twelve (12) months of birth (birth leave).
- b) The placement of a child for adoption or foster care within twelve (12) months of placement (placement leave).

- c) Care of a spouse, son, daughter, or parent, if such individual has a “serious health condition” (family health leave); or
- d) The employee’s own “serious health condition” which makes the employee unable to perform the functions of his/her position (employee health leave).

#### 24.3 DEFINITION OF “SERIOUS HEALTH CONDITION”

Under the FMLA, a “serious health condition” is defined as an illness, injury, or physical or mental condition that involves one of the following:

- a) In-patient care in a hospital, hospice or residential care facility of at least one (1) night.
- b) One’s absence from work, school or regular daily activities for more than three (3) calendar days and which involves continuing treatment by (or under supervision of) a health care provider.
- c) Continuing treatment by (or under supervision of) a health care provider for a chronic or long-term health condition (such as cancer) that is incurable or so serious that, if treated, would likely result in a period of incapacity of more than three (3) calendar days even if the person is not necessarily actively treated by a health care provider, or
- d) Prenatal care.

#### 24.4 REQUEST FOR LEAVE

Request for such leave must be submitted in writing to the employee’s immediate supervisor at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable if the need for leave is not foreseeable.

#### 24.5 ELIGIBILITY

Bargaining unit members who have completed twelve (12) months of service with the Library and have completed at least 1250 hours of service during the previous twelve (12) month period shall be eligible for FMLA leave.

#### 24.6 DESIGNATING FMLA LEAVE

Employees requesting an FMLA leave must first use accrued paid leave benefits, if applicable, such as vacation, holidays, compensatory time and sick leave. The accrued paid benefits will be deducted from the FMLA twelve (12) week entitlement except in the case of an intermittent/reduced FMLA leave schedule in which case the deduction will be in hourly increments. The unpaid portion of FMLA leave will only become effective after all applicable paid benefits have been exhausted.

#### 24.7 INTERMITTENT/REDUCED LEAVE SCHEDULE

FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

- a) To care for a sick family member when medically necessary.
- b) For an employee's own serious illness when medically necessary, or
- c) For a birth or placement of a child for adoption or foster care within twelve (12) months of birth or placement with the approval of the Library.

#### 24.8 RETURN TO WORK

Any employee taking an FMLA leave of twelve (12) weeks or less shall, upon return from leave, be restored to the position of employment held by the employee when the leave commenced or to an equivalent bargaining unit position with the equivalent pay, benefits and other terms and conditions of employment. If the leave exceeds twelve (12) weeks, and attempt will be made to place the employee in the same position, but where this is not possible or practical, the employee will be offered another position for which the employee is qualified as soon as one is available.

#### 24.9 INSURANCE

For a period not to exceed ninety (90) days of FMLA leave, the Library will continue to pay its portion of the costs of health insurance and life insurance benefits and the employee will continue to pay his/her portion. After ninety (90) days, and after paid leave is exhausted, if accumulated sick leave exceeds twelve (12) weeks, the employee is required to pay the full amount of the costs for continued coverage including the employee's share and the Library's share of the cost.

#### 24.10 THE AMERICANS WITH DISABILITIES ACT

The parties mutually recognize their responsibilities under the Americans with Disabilities Act (ADA) to provide reasonable accommodation for any employee who qualifies for such consideration. Both the Union and Library will meet within ten (10) days of a request for ADA application with the intent to mutually agree to an appropriate accommodation based upon the circumstances and needs of the affected individual.

## ARTICLE 25

### OTHER TIME OFF

#### 25.1 GENERAL

In general, paid leave time is not credited to employees on unpaid leaves of absence. Neither vacation nor sick time will accrue during the leave of absence without pay. The Library's portion of the health care costs and life insurance premiums shall be paid through the end of the month in which the employee last received compensation.

Failure to return to duty after a leave of absence shall terminate Library employment.

For unpaid leaves of absence, the Library may employ a temporary substitute up to twelve (12) months. After twelve (12) months, there shall be no guarantee that the employee shall return to the same job he/she held prior to the leave.

#### 25.2 BEREAVEMENT LEAVE

Employees covered by this Agreement shall be entitled to a maximum of three (3) consecutive working days leave for the death of a spouse, parent, brother, sister, son, daughter, mother-in-law, or father-in-law, grandparent, grandchild, step parent, step child, foster child. Bereavement leave must be taken within seven (7) days of burial or funeral service. **Documentation may be required for any bereavement leave.**

In the case of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, or significant other ("significant other" living within the employee's household) one scheduled day is allowed.

An employee may request up to two (2) consecutive additional days off to be deducted from sick time. The Library shall have discretion regarding the granting of the additional days off.

#### 25.3 JURY DUTY

Any employee summoned for jury duty must immediately notify his/her supervisor. The Library will allow time off work and pay regular wages for the days actually served on jury duty up to fifteen (15) days. If an employee is discharged from court prior to noon on his regular scheduled work day, he or she shall report to work. Any compensation from the court for mileage may be retained. Any other compensation from the court shall be given to the Library. The employee must furnish a certificate of jury duty.

#### 25.4 MILITARY LEAVE

Library policy concerning military leave follows federal and state law.

## 25.5 PERSONAL LEAVE

Leaves of absence may be granted in other cases for good cause shown to the reasonable satisfaction of the Library for a period not to exceed thirty (30) days, provided the employee has at least one thousand forty (1040) hours seniority and makes an advance request in writing. Such leave will be granted at the option of the Library. Such leave of absence may be extended by the Library, but in no case will the employee be permitted to exceed three (3) months continuous leave under this section.

In no case will a personal leave of absence be granted until the employee has exhausted all accrued time available to him/her. Time off without **pay** may be approved at the discretion of the Director/Director Designee.

## 25.6 UNION LEAVE

At the request of the Union, a leave of absence may be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a leave of absence. Leaves of absence for employees elected to a Union office or employed by the Union shall be deemed to have expired five (5) working days after their tenure of office, or their employment with the Union shall have been terminated. In all other cases, leaves of absence for Union business shall be deemed to have expired two (2) working days after cessation of such business. Such leaves may not exceed twelve (12) months. There shall be no accrual of benefits.

## 25.7 LEAVE FOR WORK ILLNESS OR INJURY

In case of a certified industrial illness or injury, an unpaid leave of absence shall be granted upon notice supported by medical evidence satisfactory to the Library for a period not to exceed one (1) year. An employee may choose to use his/her available accrued benefit time of sick time during his/her industrial illness or injury. Such leave shall terminate automatically after one (1) year or when the employee is placed upon total and permanent disability or when the employee is capable of returning to work without limitations as certified by a physician, whichever is shorter.

## 25.8 EXTENDED SICK LEAVE

The Library may grant an unpaid leave of absence for up to twelve (12) work weeks during any twelve (12) month period for extended illness.

## ARTICLE 26

### STAFFING/JOB DESCRIPTIONS/JOB CLASSIFICATIONS

- 26.1 The Library shall not utilize new volunteer workers for any position traditionally performed by an employee if the same results in reduction of grade or termination of employment of a present employee or employees, to avoid posting a bargaining unit position.
- 26.2 The use of temporary workers hired from outside the bargaining unit to do bargaining unit work shall be limited to three (3) months or in accordance with the length of a given project, special funding or grant, whichever is longer.
- 26.3 During the open hours, except for breaks or training, the Library shall schedule to ensure that no employee will be at a Library site alone. If an employee is left to work alone due to unexpected time off by another employee, the Library will use its best efforts to provide a substitute so that the employee will not be left to work alone. Maintenance employees are an exception to this provision.

The Library agrees to use its best efforts to maintain two (2) employees in the immediate area of the Reference Desk on the second floor of the West River Branch during open hours.

- 26.4 Qualified part-time employees shall be given preference for substitute hours and temporary hours, within their classification. These temporary hours shall be offered on a departmental basis in accordance with bargaining unit seniority.

A list of part-time employees desiring temporary hours shall be maintained by the Library and made available to all supervisors. Such lists will be available at all library sites. A part-time employee may add his/her name to this list, or remove his/her name from the list at any time. **An employee who is in his probationary period or his trial period under Section 9.5 shall not be added to such lists.**

When temporary hours become available because an employee has called off due to illness, taken a personal day, or is on vacation, the Library has the right to determine how many of these hours shall be covered. If the absence is reported within twenty-four (24) hours of the employee's starting time, the supervisor may first ask someone already working to stay and add the hours to his/her shift. Second, if no one is available to stay, or the absence is reported more than twenty-four (24) hours before the start of the shift, the supervisor must use the temporary hour sign-up sheet in that department. Once the list is exhausted, the supervisor shall call all others in the department according to seniority.

No employee shall be called in, or scheduled, for less than two (2) hours at a time. Employees must respond in a timely fashion. Each supervisor may determine how quickly they need to move down the list in order to cover absences.

## 26.5 JOB DESCRIPTIONS

The Library shall provide a job description to every current employee, new hires, transferred, or promoted employee within the bargaining unit. Job descriptions shall reflect the duties to be performed by such classification.

## 26.6 JOB CLASSIFICATIONS

The Library shall not regularly assign work from one classification to employees of another classification if the work is not contained in the job description, nor shall the Library require an employee to do work which will endanger his/her own health or the health of another employee. The Library may assign an employee to more than one classification at different times and for different wage rates.

If an employee does the work of a higher paid classification for a period in excess of two (2) working days, he/she shall be paid for such work at a higher rate. Any employee regularly performing essentially the work of another classification can request the Library for reclassification. An employee who is not so reclassified shall have the right to file a grievance and such relief under Article 13. The Library shall have the right to change job descriptions in accordance with the needs of the Library and upon notice to the Union.

## 26.7 NEW JOBS

The Library will inform the Union if it intends to create a new job or job classification and will inform the Union if it believes the new job or new job classification is to be in the bargaining unit or not. The Library will notify the Union by sending to the local Union President and unit stewards a letter of its intent along with a copy of the new job or new job classification and job description. The Union office will acknowledge receipt of the request for the new job or new job classification in writing and will respond to the request in writing within thirty (30) days of the receipt of the request. If the Library decides that the new job is not within the bargaining unit and the Union disagrees with that decision, the matter will be submitted to SERB for determination of this issue. If the Union cannot reach an agreement with respect to the wages of the new job within the bargaining unit, then the matter may be submitted to an arbitrator through the grievance procedure. While the foregoing procedures are being followed the Library has the right to establish a temporary job classification and pay scale.

26.8 For the purpose of employee orientation all current employees, working in areas where deemed appropriate, will rotate between Library sites (excluding Bookmobile). All work areas will have procedure manuals, which are current and accessible, for the purpose of assisting employees working at a site and/or in a work area where they may not be regularly scheduled.

26.9 There shall be a six (6) month time limit on all budgeted unfilled hours that are temporarily assigned. At the end of this time, management must decide to award these hours to the department permanently or bank them. This time limit may be extended upon written mutual agreement between management and the Union.

## ARTICLE 27

### **HOURS OF WORK AND SCHEDULES**

- 27.1 Full-time employees work a five day (37.5 – 40) hour workweek, which may include weekends and evenings. Schedules shall be posted on a monthly basis two (2) weeks prior to the beginning of the month.
- 27.2 Part-time employees shall be scheduled for a specific number of hours per week to be determined at the time of hiring. Current part-time employees shall continue to receive a fixed number of regularly scheduled hours. Part-time employees shall be scheduled for additional hours on the following bases:
- a) For employees hired after January 1, 1996 on the basis of seniority as defined in Article 6.
  - b) For employees hired prior to January 1, 1996 on the basis of the date of hire.

The parties recognize that the Library has the right to vary the number of hours for summer hours and special programs as long as the employees average the minimum number of regularly scheduled hours. The Library may schedule employees for the children's summer reading program and other seasonal programs on the basis of availability and need.

- 27.3 Qualified employees shall be permitted to switch with other employees with the approval of the supervisor. However, job switching shall not result in overtime without the consent of the Library. Employees may request flexible scheduling arrangements in their department or may request a regular schedule involving evening shifts, Saturday or Sunday hours. Such requests may be approved by the supervisor according to the needs of the department.
- 27.4 Break time shall be scheduled per department by the Department Head as operational needs require. An employee shall be allowed a fifteen (15) minute break for every four (4) hours of work. This break may be scheduled adjacent to (but not in place of) meal time and shall not be scheduled at the beginning or end of a shift. All employees scheduled five (5) or more consecutive hours shall be allowed a minimum of thirty (30) minute unpaid meal break.
- 27.5 Overtime will be offered within the individual department or branch on a voluntary basis with the most senior employee in the department or branch who is qualified to do the work being selected. If there are no volunteers, assignments will be made with the least senior employee qualified to do the work.
- 27.6 Employees will be given reasonable advance notice of changes in Library hours and scheduling changes.

- 27.7 Employees shall be paid one and one-half times the regular rate of pay (premium pay) for hours worked on Sundays when the Library is closed for ordinary service **or** holidays when the Library is closed for ordinary service, and when the assignment is made at the Library's request, to staff a Library activity at a community or special event ("Community Event"). The Library shall first solicit qualified employees by seniority for these assignments.

## ARTICLE 28

### **PAY AND PROCEDURE**

- 28.1 All employees of the Library shall be paid every other Friday.
- 28.2 The Library will deduct any voluntary contributions (authorized in writing by the employee) to the School Employee's Credit Union or any other deduction as mutually agreed to by the employee and the Library.
- 28.3 OVERTIME
- a) Employees shall be paid one and one half (1 1/2 ) times their applicable rate of pay for all hours authorized by the Library which are worked in excess of forty (40) hours in any workweek.
  - b) Prior approval for overtime work must be obtained from the Director or his/her designee.
  - c) Maintenance employees shall receive a minimum of two (2) hours of compensation on each occasion or reporting for working in an emergency situation which is not within two (2) hours before his/her regular scheduled shift. If the employee reports within two (2) hours before his/her regular scheduled shift, he/she will remain on duty for the remainder of the scheduled work day.
  - d) The Library may, at the employee's request, arrange flextime scheduling arrangements in a department. Such arrangements will be discussed and established between or among the employee or employees and the Department Head. The granting or refusal to grant flextime shall not be grievable.

## ARTICLE 29

### **WAGES**

- 29.1 **The hourly wage rates in effect for all bargaining unit positions on the date this Agreement is executed shall be and remain the hourly wage rates in effect through March 31, 2012.**

29.2 At the time of the first payroll which is issued following the execution of this Agreement each employee in the bargaining unit shall receive a one-time cash payment as follows:

**\$250 for Full Time employees**

**\$125 for Part Time employees**

29.3 From and after April 1, 2012, all bargaining unit members will receive a wage rate increase in the amount of 2.00% above the hourly wage rates in effect on the date this Agreement is executed.

29.4 From and after April 1, 2013, all bargaining unit members will receive a wage rate increase in the amount of 1.00% above the hourly wage rates as they were increased on April 1, 2012.

29.5 LONGEVITY

Employees reaching a 10, 15, or 20 year anniversary will get an additional \$.05.

### ARTICLE 30

#### **MEDICAL BENEFITS**

30.1 The Library and the Union agree to establish a Medical Insurance Committee composed of six (6) members. Three of the members shall be appointed by the Library; the remaining three (3) members shall be appointed by the Union. This Committee shall make an annual review of the medical insurance package currently in effect and shall make non-binding recommendations to the Library Board of Trustees. The Library shall schedule the meetings of the Medical Insurance Committee prior to the end of the health plan fiscal year.

30.2 The Library will make available a health care program for which full-time employees and part-time employees who are authorized in writing and regularly assigned to work at least twenty-five (25) hours per week, may apply.

30.3 The Library shall contribute on a monthly basis for each qualifying employee for single medical, dental and vision coverage the amount set forth hereafter:

<b>Beginning with the first payroll cycle following the execution of this Agreement in 2011</b>	<b>\$491.16</b> per month
<b>beginning April 1, 2012</b>	<b>\$491.16*</b> per month
<b>beginning April 1, 2013</b>	<b>\$491.16*</b> per month

\*provided, however, that, for the year beginning April 1, 2012, in the event that the cost of the "EconoPlan" Single Premium medical coverage should exceed \$491.16, then in addition to the base of \$491.16 per month, the Library shall contribute one-half of the amount by which the EconoPlan Single premium exceeds \$491.16 which additional

amount shall not exceed \$25.00 per month for medical coverage. Such payment shall apply towards any medical coverage plan then being offered by the Library; and provided further that, for the year beginning April 1, 2013, in the event that the monthly cost for the. "EconoPlan" Single Premium medical coverage should increase in 2013 as compared with the monthly premium for 2012, then in addition to the monthly amount being contributed for 2012, the Library shall contribute one-half of the amount by which the monthly EconoPlan Single premium for 2013 exceeds the monthly rate in effect for 2012, which additional amount shall not exceed \$25.00 per month for medical coverage. Such payment shall apply towards any medical coverage plan then being offered by the Library.

### ARTICLE 31

#### DEFINITIONS

- 31.1 A "break in service", terminates employment and seniority.
- 31.2 "Date of hire" shall mean the date of first hire by the Library whether by reason of employment or re-employment within one year of termination.
- 31.3 "Job site" shall mean the building to which the employee is to report to work.
- 31.4 "Overtime" means any time actually worked in excess of forty (40) hours in any workweek.
- 31.5 "Full-time employee" is any employee who is regularly scheduled to work forty (40) hours per workweek.
- 31.6 "Part-time employee" is any employee who is regularly scheduled to work less than thirty-seven and a half (37.5) hours per workweek.
- 31.7 "Classification" shall mean the position with the same job description.
- 31.8 A "Substitute" is an employee with no regularly scheduled hours.

### ARTICLE 32

#### DURATION

The provisions of this Agreement shall be effective as of **April 1, 2011**, and shall remain in full force and effect until **March 31, 2014**. If either party desires to amend or terminate this Agreement, it shall at least ninety (90) days prior to Midnight of **March 31, 2014**, give written notice of the intended termination or amendment. If neither party shall give notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect for a period of six (6) months after the above termination date and may be extended for an additional six (6)

month period upon the written agreement of the parties, subject to any amendments or temporary additions contained in such written agreement.

Wages, for purposes of contract negotiation meetings, the Library agrees to grant up to a combined total of thirty-six (36) hours of paid time to members of the Union's negotiation team who are scheduled to work at the same time the parties are scheduled to negotiate the collective bargaining agreement; **beyond the initial total of thirty-six 36 hours, for any negotiations scheduled during work time, the Union agrees to reimburse the Library for one half (½) of the total hours paid by the Library to members of the Union.**

**ARTICLE 33**

**VALIDITY AND TOTAL AGREEMENT**

- 33.1 Should any section or provision of this Agreement be declared by any Court to be unconstitutional or illegal, such decisions shall not affect the validity of this Agreement as a whole, or any part thereof, other than those parts so declared to be unconstitutional or illegal.
- 33.2 After such invalidation, both parties shall agree to meet and negotiate such parts affected. The remaining parts of the section shall remain in full force and affect.
- 33.3 This Agreement represents the entire agreement between the Library and the Union which specifically and expressly sets forth the express written provisions of this Agreement and accordingly, each agrees that the other shall not be obligated to bargain collectively with respect to any subject not specifically covered in this Agreement.

FOR THE LIBRARY

Janet Stopper  
Carol Cooper  
A.P. Red  
James J. Elliott  
[Signature]

6/7/11  
**Date Executed by Library**

FOR THE UNION

Carol Wittmann Bus Mgr.  
Sherry Schubert  
Jammy L Collins  
Julian E. Amett  
Linda L. Progon  
Charles Noel - Libr.  
Susan K. Schullig

6/4/2011  
**Date Executed by Union**

# Appendix A

## Pay Adjustments and Starting Rate for New Hires

new starting rate is 50% of rate increase

ELYRIA PUBLIC LIBRARY SYSTEM							
2011 2012 2013							
Bargaining Unit Positions Job Title	rate increase 4/1/2011	rate increase 4/1/2012	rate increase 4/1/2013	3/31/2011 formerly	4/1/2011 starting rate	4/1/2012 starting rate	4/1/2013 starting rate
Pages	250.00	2.00%	1.00%	7.43	7.43	7.50	7.54
Library Tech I	lump sum	2.00%	1.00%	8.63	8.63	8.72	8.76
Maintenance I	full time	2.00%	1.00%	8.63	8.63	8.72	8.76
Head Page		2.00%	1.00%	8.75	8.75	8.84	8.88
Library Tech II		2.00%	1.00%	8.75	8.75	8.84	8.88
Library Tech III	125.00	2.00%	1.00%	9.16	9.16	9.25	9.30
Maintenance II	lump sum	2.00%	1.00%	9.25	9.25	9.34	9.39
Assistant Mgrs (non professional)	part time	2.00%	1.00%	9.46	9.46	9.55	9.60
Library Associate		2.00%	1.00%	10.31	10.31	10.41	10.46
Public Relations Assistant		2.00%	1.00%	10.83	10.83	10.94	10.99
Lead Maintenance		2.00%	1.00%	11.05	11.05	11.16	11.22
Public Relations Specialist		2.00%	1.00%	12.45	12.45	12.57	12.63
Computer Equipment Tech		2.00%	1.00%	13.26	13.26	13.39	13.46
Librarian		2.00%	1.00%	15.06	15.06	15.21	15.29
Assistant Mgrs (professional)		2.00%	1.00%	15.81	15.81	15.97	16.05
Computer Network Tech		2.00%	1.00%	16.23	16.23	16.39	16.47
	union contract	union contract	union contract				
Medical Per Month				494.64	491.16	*	*

\*subject to increase through cost sharing

cc052211

Ohio minimum rate 01-01-11  
Federal minimum rate 07-29-09

7.40  
7.25