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NEGOTIATED AGREEMENT

BETWEEN THE

CALDWELL PUBLIC LIBRARY

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES AFSCME LOCAL 4/AFL-CIO AND IT'S LOCAL #019

OAPSE/AFSCME Local 4/AFL-CIO

APRIL 16, 2011 THROUGH APRIL 15, 2014

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ARTICLE 1 - PREAMBLE

1.01 This agreement is made this 10th day of October 2011, by and between the Caldwell Public Library, hereinafter referred to as "Library", "Employer", or the "Board", and Local 4, OAPSE/AFSCME/AFL-CIO, hereinafter referred to as the "Union", in relation to the scope of bargaining subjects defined under Chapter 4117, Ohio Revised Code. Where this agreement makes no specification about a matter, the employer and the union shall be subject to all applicable laws and regulations, and policies of the Board pertaining to wages, hours, terms and other conditions of employment.

ARTICLE 2 - RECOGNITION

2.01 The Board recognizes the Union as the sole and exclusive bargaining representative for all "Employees" or "Bargaining Unit Employees" of the Board. The terms "Employees" or "Bargaining Unit Employees", as used herein shall mean persons employed by the Library in the classification of Clerk (Library Assistant) and Custodian, and excludes temporary employees (as defined by Ohio law) and also excludes positions identified by Ohio Revised Code 4117.01© (as applicable to this employer), including but not limited to the Board's Clerk/Treasurer and the Director of the Library.

2.02 If a new position is created by the Board, and the Board and Union cannot agree whether the new position is to be included within the Bargaining Unit, then a unit clarification petition shall be filed with SERB to make the determination. The term "new position" shall mean any additional classification. Applicable wage rates for such new classification shall be negotiated by the parties before implementation by the Board.

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION

3.01 The Board agrees to deduct from the paychecks of bargaining unit employees Union dues and fees for every employee who has authorized the Board to do so in writing. Current bargaining unit members and future bargaining unit employees who become a member of the Union during the term of this agreement shall continue to be members of this Union, and dues deductions shall continue until the window period which exists between the 120th and 90th day prior to the expiration of the agreement, pursuant to Ohio Revised Code 4117.07 (C)(6), at which time the employee may withdraw his/her membership in the Union by stating his/her intention in writing to both the Union and the Board. An employee may stop dues deduction from his/her payroll check by notifying the Board's Clerk/Treasurer and the Union's State Office in writing. Upon timely receipt of such notice from the employee by the Board's Clerk/Treasurer, Union dues shall stop immediately.

Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, Employees in the Bargaining Unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the Bargaining Unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the Employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

3.02 Union dues and fees shall be forwarded by the Board to the Union State Treasurer after each pay along with a list of all employees for whom dues have been deducted.

3.03 Deductions shall be made in equal installments. The Union shall notify the Treasurer of the Board in writing during each year of the contract concerning the amount of dues to be deducted.

The parties agree that the Board assumes no obligations, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The employer shall be relieved from making such individual Union deductions upon any of the following conditions:

(1) Employee's termination of employment;

(2) Employee's transfer to a job other than one covered by the bargaining unit;

(3) Employee's layoff from work;

(4) Employee's unpaid leave of absence;

The employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
The parties agree that neither the employee nor the Union shall have any claim

against the employer for errors in the processing of deductions, unless a claim of error is made to the employer in writing within seven (7) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made, by deducting the proper amount.

ARTICLE 4 - NEGOTIATION PROCEDURE

4.01 Either party may request negotiations for a successor agreement in the year of contract expiration by submitting such request according to law and no less than sixty (60) days prior to the date of expiration of this agreement. At the initial meeting, the parties may discuss concerns or present proposals. The parties shall exchange initial proposals no later than the second meeting. Additional proposals shall not be introduced thereafter unless the parties mutually consent to such introduction. The parties will meet at mutually agreeable times and places, and said meetings shall be held in executive session.

4.02 The respective representatives of the parties shall have the authority to make proposals, concessions, and reach tentative agreement on issues submitted for negotiations. However, no final contract shall be executed without ratification by the Union and the Board.

4.03 Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

4.04 Less than sixty (60) days prior to the date of expiration of the agreement, either party may declare an impasse in the negotiations. The parties agree to utilize the Federal Mediation and Conciliation Service as the alternative dispute settlement procedure. Impasse proceedings shall be declared on all unresolved issues. Mediation shall begin as soon as possible and shall continue until the expiration of the agreement, or, if the parties mutually agree, may continue thereafter. Any expenses incurred by mediation shall be shared equally by the Union and the Board.

4.05 The parties agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 of the Ohio Revised Code.

4.06 Having exhausted the above procedure, the Union may proceed in accordance with Ohio Revised Code 4117.14 (D)(2).

ARTICLE 5 - NON-DISCRIMINATION

5.01 Neither the Board nor the Union shall discriminate for or against any member of the bargaining unit on the basis of age, sex, marital status, race, color, creed, national origin, handicap, political opinions or affiliation, or membership or non-membership in the Union. Nothing herein shall be construed to prevent or preclude the employer from disciplining an employee in accord with Article 18 of this Agreement (Discipline).

5.02 Where there is an alleged violation of the provisions of this article that would qualify for appeal under the rules of the EEOC or the Ohio Civil Rights Commission, such matter(s) shall be pursued by the employee or union through those agencies and not through the grievance procedure of this agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of an article, or articles of this Agreement.

A grievant shall mean a person, or persons, or the Union alleging that some violation, misinterpretation, or misapplication of the above has actually occurred.

The Union shall retain the sole right to determine whether a grievance may be appealed, adjusted, and/or processed under the procedural steps of this grievance procedure. The Union will make an effort to see that grievances it initiates affects more than one member of the bargaining unit.

The term "day" as used in this section shall mean working day.

All grievances must be completed and shall be filed upon the approved grievance form. The parties shall agree to the form to be used. Such forms shall contain a brief statement of the grievance and its relevant facts; identification of the section(s) of the agreement upon which the grievance is based; the date when the incident giving rise to the alleged grievance occurred; the name of the grievant(s); and the remedy sought. The employer reserves the right to not consider alleged grievances which are not submitted on the approved form. This grievance procedure shall be the exclusive method of resolving grievances arising under this contract.

6.02 Procedure

Step 1: If an employee believes there is a basis for a grievance, the employee shall first discuss the matter with the Director of the Library, within fifteen (15) days after the incident occurred, in an effort to resolve the matter informally. The Director of the Library shall have seven (7) days to respond.

Step 2: If grievance is not resolved informally, the grievant and the appropriate Union representative shall reduce the grievance to writing on the appropriate grievance form and shall file the same with the Director of the Library not later than seven (7) days after the date the discussion of Step 1 above took place. The section(s) of the agreement upon which the grievance is based may be amended at this step. The Director shall, within ten (10) days of the date of receipt of the grievance, meet with the grievant in an effort to resolve the grievance. A Union representative may accompany the grievant at this meeting. The Director shall respond in writing to the grievance and communicate his/her decision to the grievant within seven (7) days of such meeting.

Step 3: If the grievance has not been resolved at Step 2, the grievant, or union representative, may appeal the grievance to the Library Board of Trustees. The appeal must be submitted on the appropriate form and filed with the Clerk/Treasurer of the Board no later than five (5) days after the written disposition in Step 2 was given to the grievant. The Board shall review the grievance at its next regularly scheduled meeting, but in no case later than thirty-five (35) days after receipt of the appeal by the Clerk/Treasurer, and shall respond in writing to the grievance and communicate such decision to the grievant and/or the appropriate Union representative, within five (5) days after the meeting.

Step 4: If the grievance has not been resolved at Step 3, the grievant, or union representative, may appeal the grievance to arbitration, if such appeal is approved by the Union. The appeal to arbitration must be made within fifteen (15) days of the date of receipt of the written response from Step 3, by supplying the Clerk/Treasurer of the Board a copy of a request to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), under whose rules the parties shall proceed, requesting nominations from that agency for a list of arbitrators to hear the arbitration. Request shall be made for a list of seven (7) names. Either party shall have the option of completely rejecting the list of names provided by AAA and FMCS and requesting another list. Should one party refuse to comply with this provision, the remaining party shall be empowered to unilaterally name an arbitrator from among those names on the list. The arbitrator shall arrange with the
parties concerning the date, time and place of the meeting.

6.03 Time Limits

1. Within the time limits in that step, any grievance not advanced to the next step by the grievant or the local Union representative shall be deemed resolved by the Employer's last answer.

2. Any grievance not answered by the Employer within the time limit in that step shall be deemed resolved by the relief requested by the employee or the Union representative.

3. Time limits of this article shall be considered maximums but may be extended by the Employer and Union by mutual agreement.

6.04 The arbitrator shall have the authority to hold hearings and to receive relevant evidence in arriving at his/her decision on the grievance. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement or make any decision contrary to law or the contract. The arbitrator shall hear only one (1) grievance at a time, unless the parties mutually agree to consolidate two (2) or more grievances. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issues. The arbitrator shall report his/her decision to the Union, and the Board. Such decision shall be final and binding upon the parties.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witnesses shall be born, if at all, by the party calling that witness. The fees of the Court Reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter. The grievant, Union representative, and employee witnesses, called by either party, who appear at the arbitration hearing during their working hours, shall not suffer any loss in pay.

ARTICLE 7 - SENIORITY AND PROBATIONARY PERIOD

7.01 Every newly hired bargaining unit employee shall be required to successfully complete a probationary period of one hundred twenty (120) calendar days. The probationary period shall begin on the first day for which the employee receives compensation from the employer. During the probationary period, the employer shall have the right to discipline or discharge the employee and such discipline or discharge shall not be subject to any appeal rights, grievance procedure or any of the other provisions of this agreement. Upon completion of the probationary period, a newly hired employee's seniority shall be computed from his/her original date of hire.

7.02 Seniority shall be defined as an employee's continuous length of service with the Library as computed from the employee's most recent date of hire.

Date of hire shall be defined as the date the employee began employment and received compensation. Should two (2) or more employees have the same date of hire, the date of the Board's action employing them shall be used as a tie-breaker. Should this date be the same, the date of application, if available, shall be used to break the tie. Should a tie still exist, the tie shall be broken by the toss of a coin.

7.03 Seniority shall be broken when an employee:

(A) Quits, resigns or retires;

(B) Is discharged by the Library;

(C) Exceeds an approved leave of absence;

(D) Is absent for three (3) proper consecutive working days without proper written excuse;

(E) Is absent from work due to illness or injury for a period of time in excess of that time allowed under the provisions of this agreement;

(F) Exceed the amount of time on a recall list provided by Article 9 (Layoff and Recall).

(G) Fails to report for work when recalled from layoff pursuant to the terms and conditions of this agreement.

(H) Is hired in a non-bargaining unit position.

7.04 The Library shall, within thirty (30) calendar days from the date of this agreement, prepare and post a seniority list showing the seniority of all employees in the bargaining unit. The Library shall revise and post the seniority list on or before January 15 of each year. Such list shall be posted on the bulletin board(s) designated for this purpose.

ARTICLE 8 - JOB BIDDING

8.01 The employer shall have the sole and exclusive right to determine when a position within the bargaining unit is vacant and when or if it is to be filled. A vacancy may be filled by a member of the bargaining unit or a person outside of the bargaining unit, pursuant to the terms and provision of this agreement. If the employer determines that a vacancy in a bargaining unit position exists then the Director of the Library shall post a notice of the vacancy on a public bulletin

board at the Library which is accessible to all members of the bargaining unit. The notice shall be posted for a period of five (5) working days and shall include the classification of the position, location of the job, hours of work, wage rate, and a brief description of the duties and qualifications required for the job. The Board has the right to determine the qualifications for the position. Employees desiring the vacant position shall submit their bid in writing to the Director of the Library within five (5) working days after the last date of posting of the notice.

8.02 The vacant position shall be awarded to the qualified employee having the ability to do the work who has the greatest system wide seniority from among those bargaining unit employees who submit a bid for the position. Ability to do the work shall mean having the necessary education, skills, abilities, and experience to perform the duties of the job being posted. If the employer determines that there are no qualified applicants who are able to do the work from within the bargaining unit, or no bargaining unit employees bid for the position, then the Board may fill the position from applicants outside of the bargaining unit.

8.03 Any bargaining unit employee awarded a posted position shall serve a 120 day probationary period in that position. During such probationary period he/she shall be evaluated and advised of his/her performance including areas of deficiency and action needed to remedy the situation. At the end of the probationary period he/she shall either remain in the position or be returned to his/her former position and pay. The employee may be returned to the former position at any time during the probationary period. A bargaining unit employee who bids upon and is awarded a position may voluntarily choose to return to his/her former position and pay anytime within the 120 day probationary period.

ARTICLE 9 - LAYOFF AND RECALL

9.01 If the employer chooses to layoff employees, the Director of the Library shall give written notice to the affected employee(s) at least fifteen (15) working days before such layoff becomes effective.

9.02 Employees shall be laid off and recalled from each classification on the basis of seniority. For this purpose, classifications shall be Clerk (Library Assistant) and Custodian. Seniority for this purpose shall be defined in Section 7.2 herein. An employee affected by a layoff shall be granted bumping rights into another classification. Bumping may be exercised on the basis of seniority and ability to do the work in the affected classification. An employee affected by a layoff may displace an employee with less seniority in another classification, if he/she is qualified and able to do the work in that classification position.

9.03 A laid off employee is required to keep the Library informed of his/her current address and phone number. Notice of recall shall be made by the Library to the laid off employee by certified mail, return receipt requested, at the last known

current address of said employee. The employee must notify the Library within fourteen (14) calendar days from the date he/she received such notice in order to properly notify the employer of his/her intention to return to work. If the employee fails to contact the Library in writing within fourteen (14) calendar days of the date of receipt of the notice, or if the notice of recall is returned as undeliverable, or if the employee advises the Library that he/she does not intend to return from layoff, then the employee shall forfeit all further rights to recall and his/her name shall be removed from the recall list. No new employee may be hired by the Library until all qualified employees on the layoff list having the ability to do the work and who desire to return to work have been notified pursuant to this section. A laid off employee's name shall remain on the recall list for a period of two (2) years from the effective date of his/her layoff. Seniority credit shall not accrue during the period when an employee is laid off. Employees returning to work from the recall list shall return to the rate of pay in accordance with their seniority at the time of layoff.

9.04 A Supervisor may not assume the job of an employee on the recall list. Nothing herein shall be interpreted to limit or modify a Supervisor's right to do the following:

1. Work routinely and ordinarily performed by the Supervisor prior to the layoff of the employee.

2. Demonstration of work by a Supervisor for the purpose of instructing and training employees.

3. Work required to be done by a Supervisor while an employee is on leave.

4. Emergency work required for the protection of the Library.

ARTICLE 10 - HOLIDAYS

10.01 The Library shall be closed on the following days, which shall be paid holidays for members of the bargaining unit: New Years Day, Good Friday, Memorial Day, July 4, Labor Day, Columbus Day, November 11 (Veterans Day), Thanksgiving, Christmas Eve, and Christmas Day. There shall be two additional paid holidays, on which the Library will not be closed: the Employee's Birthday and a floating Holiday. Presidents Day will be a paid holiday but the Library shall remain open at the discretion of the Board. If the Library is open on Presidents Day, each employee shall be entitled to take a floating holiday sometime during that calendar year. The employee shall give at least one (1) weeks advance notice to the Director of the Library concerning the date the employee intends to take as the floating holiday(s). If more than one employee elects the same day then the Director of the Library shall have discretion to deny the requested floating holiday. Conflicts shall be resolved by seniority. When a

holiday falls on Sunday, the Library will celebrate the holiday on the following Monday. The Library will close at 12 Noon on New Years Eve. Each employee will receive four (4) paid holiday hours for New Years Eve in addition to the time worked. The Library will close at 5:00 p.m. on the day before Thanksgiving. If an employee is required to work on a designated holiday, other than Presidents Day, he/she shall be paid at the rate of time and one-half his/her regular hourly rate for all hours worked. Additional holiday: Martin Luther King Day.

10.02 Employees shall be paid holiday pay based on the following formula: Usual number of hours worked divided by 40 multiplied by 8 equals the number of hours paid. For example, an employee working 20 hours per week is entitled to 4 hours of paid holiday time (20/40 X 8 = 4). If a holiday falls on a day that the employee would normally have worked 7 hours if the Library were open, that employee, at his/her option, may work the additional hours required to equal 7 hours, on another day during the week of the holiday.

ARTICLE 11 - HOURS OF WORK/OVERTIME

11.01 The official work week begins each Sunday of each calendar week at 12:01 A.M. and ends the following Saturday of the calendar week at 12:00 Midnight. The normal work week for full-time employees shall be thirty-seven (37) to forty (40) hours. An employee who normally works less than thirty-seven (37) hours per week shall be considered a part-time employee. Employees shall be paid on an hourly basis for hours worked pursuant to the hourly rates set forth in the salary schedule in this agreement. This shall not prevent the employer from uniformly increasing the hours of full- time employees or part-time employees.

11.02 Employees shall be allowed a fifteen (15) minute break period, twice a day, to be scheduled by the Director of the Library. The breaks shall be scheduled on a staggered basis in order to have someone on duty at all times.

11.03 Time and one-half shall be paid for all time actually worked over forty (40) hours in any given work week. No overtime shall be worked by any employee without the advance express permission of the Director of the Library. The Employer is at no time obligated by this article to schedule and assign overtime. Any overtime shall be rotated among the employees in the classification in which the overtime occurs on the basis of seniority.

11.04 The parties agree that in the event additional staff, or new staff members that replace current staff members, are hired, those employees shall be regularly scheduled to work on Saturdays, thereby creating a Monday through Friday work schedule for those employees possessing the most seniority.

11.05 At times, emergencies such as severe weather, fires, power failures, or other unusual circumstances can disrupt library operations. In extreme cases, these

circumstances may require the closing of the library.

Level 3
When a level 3 emergency exists, the library will be closed.

When a level 3 is downgraded, the library will open within two hours, if it can be open for at least four hours.

Level 2

When a level 2 emergency exists, the library will open one hour late, Monday - Saturday. If a level 2 exists at 5:00 p.m. on days the library is scheduled to be open later than 5:00 p.m., the library will close at 5:00 p.m.

Other Closings

Any other closings for emergency will be at the discretion of the Library Director or the Library Board.

The Library Board is not responsible for any hours inadvertently worked.

When the Library is officially closed due to emergency conditions, the time off from scheduled work will be paid.

All Emergency Levels refer to Noble County only.

It is the duty of the Library Director to contact the proper authorities to determine what level of emergency exists, if any exists, should it be suspected that one exists. The Director shall then make a reasonable effort to insure that all employees are notified regarding emergency levels.

ARTICLE 12 - BEREAVEMENT LEAVE

12.01 An employee shall be allowed three (3) working days of absence with pay, upon the death of a member of his/her immediate family. If additional time off is required, sick leave time shall be used. Immediate family shall be defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (in loco parentis). Employees shall complete a form authorizing sick leave and bereavement leave used for additional time off under this provision. This form shall be submitted to the Director for submission to the Clerk/Treasurer.

12.02 An employee shall be allowed one (1) working day of absence with pay, upon the death of his or her niece, nephew, aunt, uncle or an individual who has the same

relationship to the employee's spouse. If additional time off is required sick leave time shall be used. Employees shall complete a form authorizing sick leave and bereavement leave used for additional time off under this provision. This form shall be submitted to the Director for submission to the Clerk/Treasurer.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Board may, upon proper written request of an employee, grant a leave of absence without pay.

13.02 The Board shall, upon proper written request of an employee who has completed his/her probationary period and who is unable to perform his/her job duties due to illness, injury or disability, grant an extended medical leave of absence without pay for a period not to exceed ninety (90) days. Such request shall be submitted to the Director for submission to the Clerk/Treasurer. An employee is only eligible for this leave if he/she have exhausted his/her accrued sick leave.

13.03 The written request for extended medical leave shall include a certificate from a licensed physician which states the nature of the illness, injury or disability; a statement that because of said illness, injury or disability the employee is unable to perform his/her regular job duties; estimated time of recovery, or verifies the pregnancy of an employee or employee's spouse. Such request shall be submitted to the Director for submission to the Clerk/Treasurer. The leave shall be extended by the Board for up to another sixty (60) days upon proper written request by the employee with proper physician's certificate. Applicable medical insurance coverage shall be extended by the Library under the terms of this agreement for the first sixty (60) days and then pursuant to COBRA.

13.04 No employee granted a leave of absence herein shall accept other employment during the period of his/her leave. Violation of this provision shall result in the employee's termination of employment. At the completion of the leave granted under Section 13.02 herein, an employee may return to duty by presenting a physician's certificate indicating the employee's ability to perform his/her regular duties. Such certificate will be presented to the Director for submission to the Clerk/Treasurer. The certificate shall be presented to the Director of the Library at least ten (10) days prior to the expiration date of the leave. Upon the return to service, at the expiration of the leave, if the leave was for a period of 120 days or less, he/she shall be entitled to the same position held prior to the commencement of the leave. During the leave, if the Board chooses to fill such position, it may do so as a temporary vacancy, or the Board may assign other employees to work such position during such period. Upon the return of the employee from a leave, the Board shall have the right to terminate the employment of a person hired exclusively for the purpose of replacing the returning employee while he/she was on leave. Nothing herein shall be interpreted to modify, limit or terminate the Board's right to layoff and recall employees.

13.05 An employee who fails to report to work within three (3) working days after the date of expiration of the approved leave shall be considered to have voluntarily resigned his/her employment. An employee who misrepresents facts in order to obtain a leave of absence herein, or who secures a leave of absence on the basis of such misrepresentation, may be disciplined and/or terminated by the Board.

ARTICLE 14 - JURY DUTY/SUBPOENA FEE

14.01 An employee who is called for jury service during his/her scheduled work day shall be excused from work for the days she/he serves and shall receive his/her regular compensation. Such request shall be submitted to the Director for submission to the Clerk/Treasurer. The employee shall return any compensation received from the Court to the Library up to, but not exceeding, the amount of the employee's regular Library compensation. If the case is concluded for a part of a day or week, or if the employee is released from duty, the employee shall return to work for the remainder of his/her scheduled work day.

14.02 An employee who is called as a witness to testify in the Library's behalf or is subpoenaed to testify as a witness in a case, shall be paid his/her regular compensation for all time lost from scheduled work. The employee shall return any compensation received from the Court to the Library up to, but not exceeding, the amount of the employee's regular Library compensation. No employee shall receive pay under this section if he/she testifies against the Board.

14.03 The Library shall defend and indemnify any employee of the bargaining unit in accordance with Ohio Revised Code Chapter 2744.

ARTICLE 15 - SICK LEAVE

15.01 Each bargaining unit employee who has completed his/her probationary period shall earn sick leave at the rate of one (1) hour for each 17.3 hours worked. Sick leave shall be rounded off to the second number after the decimal. Service credit will be given while an employee is on vacation leave or on an approved paid sick leave, but not for time while an employee is on a leave of absence or layoff. Current part-time employees shall begin accruing sick leave on the date of this agreement. Sick leave shall be utilized and charged against the employee in minimum units of ½ hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work.

Sick leave payments will not exceed the normal scheduled work day earnings. Unused sick leave shall be accumulative to a maximum of 540 hours.

15.02 An eligible employee may request sick leave for absences resulting from the following situations:

1. Illness or injury which prevents the employee from working and with respect to which the employee's not receiving worker's compensation under the laws of the State of Ohio;

2. Illness or injury to a member of the employee's immediate family, when it is necessary and required for the employee to care for that person;

3. Death of a member of the employee's immediate family;

4. Medical, dental or optical appointment of an employee, which could not be scheduled during non-working hours;

5. Medical, dental or optical appointment of a member of the employee's immediate family, which could not be scheduled during non-working hours, if it is necessary for the employee to be present;

6. If a member of the immediate family of an employee is afflicted with a contagious disease and requires the care and attendance of the employee; or, when through exposure to a contagious disease, the presence of the employee
at this job would jeopardize the health of other employees or patrons.

For purposes of his policy, the term "immediate family" is defined as only grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (in loco parentis).

15.03 An eligible employee requesting sick leave shall inform the Director of the Library or the Clerk/Treasurer of that fact and the reason prior to his/her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence. Upon return to work, the employee shall complete an absence report, which shall indicate the amount of sick leave used and the general reason for its necessity, in order to obtain sick leave. Falsification of the absence report shall be grounds for disciplinary action including discharge. If sick leave is taken due to illness or injury to the employee which requires medical attention, or if the employee is absent three (3) or more consecutive days because of illness or injury, the employee may be required by the employer to submit to the Director of the Library a certificate from a licensed physician stating the nature of the illness or injury and verifying the ability of the employee to return to work. Falsification of the physician's certificate shall be grounds for disciplinary action, including dismissal. The employer shall have the right to investigate any employee's absence, and discipline an employee for abuse of sick leave. The investigation shall include the right of the employer to require the employee to submit to an appropriate medical examination at the employer's expense. The employee shall be compensated for any hours involved in such

examination and paid mileage to and from such examination. The employee shall fully cooperate in the investigation and medical examination. The absence report and the physician's certificate shall be submitted by the employee to the Clerk/Treasurer of the Board.

ARTICLE 16 - VACATION

16.01 Each bargaining unit employee, after continuous service of one (1) year with the Library, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, paid vacation days as listed in the schedule below. After the first year of service, vacation benefits shall accrue to each eligible employee on a bi-monthly basis as stated below:

Years of Completed Service	Length of Vacation	Semi-Monthly Increments
1- 9 years	80 hours	1 hour of vacation for each 26 hours worked
10 - 19 years	120 hours	1 hour of vacation for each 17.33 hours worked
20 years	160 hours	1 hour of vacation for each 13 hours worked

Note: Vacation is rounded off to the second number after the decimal.

The employee must work the last working day scheduled before the vacation starts and the first working day scheduled after the vacation ends in order to be paid for vacation time. However, should the employee be unable to work due to circumstances beyond the employee's control (i.e. illness, personal emergency, etc) this provision will not apply.

16.02 The vacation schedule shall be determined by the Director of the Library, or his/her designee. Requests for vacation leave are to be submitted in writing to the Director. For each use of vacation, a leave form must be completed for the actual time used, and signed by the Director of the Library, for submission to the Clerk/Treasurer. Should there be a conflict in scheduling a vacation; senior employees will receive their time of preference.

16.03 Days specified as holidays shall not be charged to an employee's vacation leave. An employee may accumulate and carry over one (1) week of his/her vacation leave to the following year. An employee is entitled to compensation, at his/her current rate of pay for any earned, but unused vacation leave credited to the employee at the time of separation from employment.

16.04 Vacation for employees who work less than forty (40) hours per week will be based upon the previous year's hours worked, for the purpose of arriving at the maximum amount of vacation time to be accrued, and calculated using the ratio of hours worked to hours of vacation set out in section 16.01 above in January of each year.

ARTICLE 17 - PERSONAL LEAVE

17.01 On April 16, each year, each employee shall be credited with one (1) day of personal leave. An employee may use this leave by notifying his or her supervisor of his or her intent to take such leave at least twenty-four (24) hours prior to taking such leave. This twenty-four (24) hour notification may be shortened should leave be necessary to attend to something which is of an emergency nature. A leave form must be completed for the actual time used, and submitted to the Director of the Library for submission to the Clerk/Treasurer.

ARTICLE 18 - INSURANCE

18.01 The Board shall provide medical insurance for all full-time employees, defined as those working thirty-seven (37) to forty (40) hours weekly, who properly request the same during the applicable enrollment period, under a medical insurance policy through the Caldwell Exempted Village Board of Education. Premium costs shall be determined by the Board of Education. Part-time employees, defined as those working fewer than 37 hours weekly, may elect to be covered, by requesting the same during the applicable enrollment period, but said employees shall pay their applicable premium.

At the present time employees covered by the above provided insurance will share the cost of the monthly premium on the following basis. The Board will pay 95% of the premium and the employee shall pay 5% of the premium.

18.02 Family coverage under the medical policy of the Caldwell Exempted Village Board of Education may be obtained by an employee, but all employees shall pay the appropriate designated premium for such coverage. An employee may receive such coverage by properly requesting the same and enrolling during the designated enrollment period, and by paying the premiums determined by the Board of Education. Premium payments shall be deducted from the employee's pay upon written authorization by the employee submitted to the Clerk/Treasurer of the Board.

18.03 The Employer shall be entitled to change its insurance carrier during the term of this agreement.

ARTICLE 19 - DISCIPLINE

19.01 Non-probationary bargaining unit employees may not be removed or disciplined except for cause. Oral and written reprimands shall not be subject to appeal through the grievance procedure. Other disciplinary action may be appealed through the grievance procedure.

19.02 Administering discipline to employees is a management right. Discipline should be to instruct as well as to punish and should be progressive in nature. Penalties for disciplinary action are: oral and written reprimands, suspensions, demotion, or dismissal. The employer reserves the right to publish reasonable work rules regarding prohibited conduct.

19.03 Reprimands shall be removed from the employee's record after one (1) year provided no intervening discipline has occurred. All other disciplinary actions shall be removed from the employee's record after two (2) years provided no penalty greater than a written reprimand has occurred in the two (2) year period.

19.04 Employees shall be entitled to Union representation at any disciplinary hearing where the employer is considering suspension, demotion, or dismissal. No employee will be suspended, demoted or dismissed without a hearing by the Director of the Library, or his/her designee, unless the employee specifically waives the hearing in writing. Notice of the hearing will be given to the local Union President and the employee at least three (3) working days prior to the day of the scheduled hearing. Such notice shall contain a written statement of allegations, list of witnesses, and the date, place and time of the hearing. The employer shall have the right to suspend any employee with pay, pending the employer's investigation, prior to the hearing.

ARTICLE 20 - LABOR/MANAGEMENT

20.01 The Employer and Union agree that regular, interactive communication is the cornerstone of a viable labor-management relationship. Therefore, the parties agree to meet and discuss matters of importance to each. Meetings shall be held at mutually convenient times and places and shall be closed to the public. A tentative date for the succeeding meeting shall be agreed upon prior to the termination of each meeting. The parties can mutually agree to either postpone or eliminate any meeting required by this section. Nothing herein shall be interpreted to waive or preempt the employer's management rights. This article shall not be subject to the grievance procedure.

ARTICLE 21 - SALARIES

21.01 There shall be a wage re-opener in the second year upon the request of the collective bargaining agreement

21.02 During the term of this agreement, new bargaining unit employees in the following classifications shall receive at least the following wages per hour:

Custodian: $7.40
Clerk: $8.06

21.03 Effective on January 1, 1996, all bargaining unit employees who have completed three (3) years of service with the Library shall receive, in addition to their regular rate of pay, a longevity pay supplement as follows:

Year of Completed Service	Longevity Pay Supplement
3 - 9 years	$10.00 per month
10 - 14 years	$20.00 per month
15 - 19 years	$30.00 per month
20 + years	$40.00 per month

The longevity supplement shall be paid to the employee annually, in a separate check, which shall be payable on first Friday of December.

21.04 Should any employee of the Board be granted an increase in wages/salary or benefits, which is greater than the wage increase or benefit package granted by this agreement, the members of this bargaining unit shall be granted the same increase in wages, and/or benefits.

ARTICLE 22 - CONTINUING EDUCATION

22.01 The Board desires for its employees to maintain and improve their knowledge of Library functions and activities, by attending workshops, professional visits, professional meetings, and other affairs approved by the Director. The Board will pay all reasonable expenses for mileage, meals and registration cost of an approved activity. The employee will be paid his/her regular rate of pay for the number of hours the employee is in attendance at the activity including travel time. The employee must attend the activity in order to receive reimbursement and pay. The Director of the Library must approve attendance at a workshop, professional visit, professional meeting or other affair prior to the employee's attendance.

ARTICLE 23 - UNION REPRESENTATION

23.01 The Board agrees to admit not more than two (2) non-employee union staff representatives at any given time to Library facilities during normal business hours to communicate with employees and/or process grievances or attend meetings outlined herein. Said union representatives shall make every reasonable effort to meet with employees during their nonworking hours. When possible, union representatives shall give notice to the Director of the Library of his/her intention to meet with employees at Library facilities. Upon arrival, the union staff representative(s) shall first identify himself/herself to the Director of the Library. Such non-employee representatives shall not interfere with or disrupt the normal operations of the Library. The Board shall recognize employees chosen by members of the bargaining unit to act as the employee union representatives under this agreement. The investigation, preparation and/or writing of grievances shall be conducted by employees on non-duty time.

ARTICLE 24 - MILEAGE REIMBURSEMENT

24.01 The Board shall reimburse an employee for mileage incurred during employment under the following conditions:

A. Mileage to and from the employee's regularly scheduled location and another location as part of his/her regular work day.

B. Round trip mileage for Library meetings or workshops approved by the Director of the Library.

C. Travel specifically requested the Director of the Library or approved by the Director.

24.02 Mileage reimbursement will be paid to the driver of the vehicle at a rate equal to the Internal Revenue Standard per mile and will be paid once each month. A completed claim for mileage and other reimbursement expenses should be turned in on or before the last day of the month.

ARTICLE 25 - SEVERANCE PAY

25.01 Upon retirement after at least fifteen (15) years of service with the Library, employees shall receive severance pay on the following basis: A fifteen (15) year employee will receive Twenty percent (20%) of his/her accumulated sick leave; and, one percent (1%) per year will be added for each year of completed service of the employee to a maximum of thirty percent (30%) for twenty-five (25) years of service. The payment shall be based on the employee's hourly rate of pay at

the time of retirement. Payment shall be made to the employee in one (1) lump sum and shall be subject to withholding taxes. In order to receive such retirement severance pay, the employee must make written request to the Board, indicating he/she is retiring from employment, and the date of such retirement. Such pay eliminates all sick leave credit accrued by the employee, and shall constitute all of the employee's severance benefits from the Board.

ARTICLE 26 - MANAGEMENT RIGHTS

26.01 The Union recognizes the Boards the legally constituted body responsible for the management, direction and control of the Caldwell Public Library and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules, and negotiations governing any and all aspects of the Library except as specifically modified or restricted by this agreement. The Board shall retain the right to exercise the rights, functions and prerogatives of management, which include, but are not limited to the following:

A. Manage, direct and supervise its employees, including the right to select, hire, promote, transfer, assign, schedule, evaluate, retain, layoff and recall, or to
reprimand, suspend, demote, discharge or discipline its employees, and to maintain order among employees;

B. Promulgate and enforce employment rules, standards of job performance, functions and programs of the Library, standards of services, utilization of technology, and organizational structure;

C. Determine the location, type, and number of physical facilities, equipment, functions and programs of the Library;

D. Determine the size, composition and adequacy of the work force; to determine staffing levels and patterns, including, but not limited to assignment of employees, qualifications required and areas worked; to change work schedules and organizational structure of the Library; to set starting and quitting times and the number of hours and shifts to be worked;

E. Determine when a job vacancy exists, and to determine the qualifications required for the filling of a job position and the abilities required to properly perform the work;

F. Determine the necessity to schedule overtime, the assignment of overtime and the amount required thereof;

G. Maintain the security of records of the Library and other pertinent information in the custody of the Library;

H. Determine the overall budget of the Library;

I. Maintain and improve the efficiency and effectiveness of the Library's operation;

J. Take actions to carry out the mission and purpose of the Library;

K. Determine and implement necessary actions in emergency situations;

L. Attain the best possible operation of the Library and to improve the physical plant and condition of the Library, to eliminate waste, conserve materials and supplies, to establish efficient and economic methods of operation for the improvement of services provided to the general public.

26.02 The Board's failure to exercise its vested management rights, or its exercise of such rights in a particular manner, shall not be considered a waiver of the Board's management rights and shall not preclude the Board from exercising said rights in some other way not in conflict with the specific provisions of this agreement.

ARTICLE 27 - NO STRIKE/NO LOCKOUT

27.01 During this agreement, the union, its agents and members of the bargaining unit shall not authorize, instigate, aid, condone or engage in a strike, work stoppage, slow down, or other work stoppage which interferes in the normal operations of the Library. The Union shall affirmatively act to encourage employees to return to work and/or fully perform their jobs. Employees who violate this provision shall be subject to disciplinary action, including dismissal.

27.02 The employer will not lockout the union during the life of the agreement.

ARTICLE 28 - SCOPE AND EFFECT/CONFLICT WITH LAW

28.01 This agreement constitutes the entire agreement between the parties and shall supersede any prior or contemporaneous understandings. There shall be no change in, deletion from, or addition to this agreement except by voluntary mutual consent of the parties.

28.02 This agreement is meant to conform to, and shall be interpreted in conformity

with, the Constitution of the United States, the Constitution of the State of Ohio, and applicable Federal and State laws and regulations. Should any provision or provisions of this agreement be declared invalid by a Court of competent jurisdiction, all other provisions of the agreement shall remain in full force and effect. Within thirty (30) days of such Court order, the parties shall meet to engage in good faith negotiations concerning the invalid provision, with both parties retaining all rights during such negotiations granted to it by Ohio law.

ARTICLE 29 - TERMS OF AGREEMENT

29.01 This agreement between the Caldwell Public Library and the Union represents the entire and complete agreement between the parties on all negotiable matters under Ohio Revised Code Chapter 4117. The parties acknowledge that during the negotiations which resulted in this agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or issue not removed by law. This agreement supersedes and cancels all prior agreements and expresses the entire understanding of the parties. The parties agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of this agreement except by the express mutual written consent of both parties.

ARTICLE 30 - DURATION

30.01 This agreement shall continue in full force and effect from April 16, 2011 until April 15, 2014.

CALDWELL PUBLIC LIBRARY	**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL 4, AFSCME/AFL-CIO**
President David R. Carter	Kathi Lovick
Secretary Marilyn J. Blaney	Kim Crum

CALDWELL PUBLIC LIBRARY
GRIEVANCE

Work Location: _____

Grievant's/Grievants' Name(s): _____

State of Grievance:

_____
_____
_____
_____

Section of Agreement claimed to have been violated: _____

Date, Time & Location of Occurrence:

_____

Relief Requested:

_____
_____
_____

Date Presented to Library Director: _____

Grievant's Signature: _____

Date Received by Library Director: _____
Name of Library Director: _____

Disposition:

_____
_____
_____
_____

Response Date: _____ _____
Library Director

I hereby request that my grievance be forwarded to Step 3.

Date: _____ **Grievant's Signature:** _____

Received by the Library Board: _____

Name: _____

Disposition:

_____

_____

_____

_____

Response Date: _____ _____

Library Director

I hereby request that my grievance be forwarded to arbitration as provided in Step 4 of the grievance procedure.

Date:_____ **Grievant's Signature:** _____

Received by Board Representative: _____

Disposition:

_____

_____

_____

Response Date: _____

Library Board Representative: _____

(SUBMIT IN DUPLICATE)