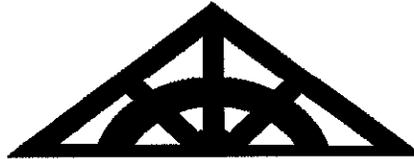




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# AGREEMENT

BETWEEN



AVON LAKE PUBLIC LIBRARY

AND



**SERVICE EMPLOYEES INTERNATIONAL  
UNION, DISTRICT 1199 WV/KY/OH,**

**The Health Care and Social Service Union,  
CTS,CLC**

*June 1, 2011 through May 31, 2014*

**ARTICLE I  
PARTIES AND PURPOSE**

A. This Agreement is between the Avon Lake Public Library (the "Library") and, the Service Employees International Union, District 1199 WV/KY/OH, The Health Care and Social Service Union, CTS,CLC (the "Union").

B. The purpose of this Agreement is to set forth the parties' rights, privileges, responsibilities and obligations and an agreed-upon process of collective bargaining.

**ARTICLE II  
RECOGNITION**

A. Pursuant to the State Employment Relations Board certification in Case No. 04-REP-03-0063, the Library recognizes the Union as the exclusive collective bargaining representative of the bargaining unit consisting of all full-time and regular part-time employees in the following classifications:

- Adult Services Librarian
- Young Adult Services Librarian
- Children's Services Librarian
- Graphics Designer
- Computer Technician
- Adult Services Associate
- Young Adult Services Associate
- Children's Services Associate
- DiscoveryWorks Associate
- Head Cataloguer
- Facilities Maintenance Manager
- Assistant Cataloguer
- Circulation Specialist
- Acquisitions Specialist
- DiscoveryWorks Specialist
- Materials Processor
- Circulation Assistant and
- Non-Student Page

B. The Library's other regular, casual, seasonal and temporary employees are excluded from the bargaining unit. These employees include, but are not limited to, employees in the following classifications:

- Director
- Assistant Director
- Fiscal Officer
- Deputy Fiscal Officer/Human Resources Coordinator
- Technology Manager
- Support Services Manager

- Children's Services Manager
- DiscoveryWorks Manager
- Page Supervisor
- Public Relations & Marketing Coordinator
- Security Officer
- Public Services Substitute I
- Public Services Substitute II
- Student Page
- Page Substitute
- All other employees

C. Unless specifically noted otherwise, all references to term "employees" in this Agreement means the Library's bargaining unit employees.

### **ARTICLE III MANAGEMENT RIGHTS**

A. The Library reserves and retains solely and exclusively all of its legal rights to manage its operations as such rights existed prior to the execution of this Agreement, excepting solely such modifications as are made by the express provisions of this Agreement. The Library's rights include, but are not limited to, the right to determine the facts that are the basis of its management decisions; to establish, change or abolish policies, practices, rules or procedures for the conduct of the Library's operations, its employees and its service to the citizens using the Library's facilities and services, and including, but not limited to, the following:

1. To determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policies such as the Library's functions, programs and standards of services, its overall budget, its utilization of technology and its organizational structure;

2. To select and determine the number and types of employees required; to manage and direct its employees, including the right to select, hire, promote, supervise, evaluate, or reward; to suspend, discipline, demote, or discharge for just cause; to lay off, transfer, assign, schedule, promote, or retain employees; and to relieve employees from duty in accordance with the Library's operational needs;

3. To determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and standards of quality and performance to be maintained by its employees;

4. To maintain and improve the efficiency and effectiveness of the Library's operations;

5. To determine the overall methods, processes, means or personnel by which the Library's operations are to be conducted, and to manage and determine the location, type and number of its facilities, equipment, and programs;

6. To determine the size, composition and adequacy of the workforce, to establish, alter or change work schedules, to determine the necessity for overtime and any amount required thereof; to establish, modify, consolidate and to determine staffing patterns, including but not limited to, the assignment of employees, qualifications required and areas worked;

7. To determine the overall mission of the Library;

8. To take actions to carry out the Library's mission;

9. To determine and from time to time re-determine the number and types of its employees; and to manage and maintain its facilities including, but not limited to, its grounds, roadways, buildings and other property.

10. To promulgate and enforce employment rules and regulations related to job performance and to otherwise exercise the prerogatives of management, provided such rules and regulations are not inconsistent with the terms of this Agreement;

11. To maintain the security of its records and other pertinent information in accordance with law;

12. To determine and implement necessary actions in emergency situations.

B. In addition, the Library hereby retains and reserves unto itself all rights, powers, authorities, duties and responsibilities confirmed or invested in it by the laws and Constitutions of the State of Ohio and the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Library and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to the employees represented by the Union, shall be limited only by the express, written terms of this Agreement.

#### **ARTICLE IV UNION SECURITY AND UNION RIGHTS**

A. During each January of this Agreement and upon the Union's reasonable requests, the Library will provide the Union's Executive Board Member or designee with a listing of the employees in the bargaining unit and will include each employee's name, Grade, date of hire, hourly wage rate, "permanent hours" per week, home address and telephone number. Within fourteen (14) calendar days after hiring a new employee, the Library will furnish the Union the same information about the new employee.

B. It shall be a condition of employment that all employees covered by this Agreement on the effective date of this Agreement shall become and remain members of the Union, or in lieu of Union membership, pay to the Union fair share fees through payroll deduction. Additionally, it shall also be a condition of employment that employees covered by this Agreement who are hired, rehired or transferred after the effective date of this Agreement shall, on the sixtieth (60th) day following the beginning of such employment,

become and remain members of the Union, or in lieu of Union membership, pay to the Union fair share fees through payroll deduction.

C. For purposes of this Article, an employee shall be considered a member of the Union if the employee tenders to the Union periodic dues and initiation fees through payroll deduction. Fair share fees shall be no greater than Union dues, and shall be calculated in accordance with applicable law.

D. Upon notification to the Library that an employee in the bargaining unit has failed to become or remain a member in the Union, or has failed to pay to the Union fair share fees through payroll deduction, and has refused, after due notice, to correct such failure, such employee shall be immediately discharged upon written demand for such discharge by the Union.

E. The Library agrees to deduct dues and fair share fees in accordance with the Constitution and Bylaws of the Union from the pay of employees. The Library will deduct dues or fair share fees from bargaining unit employees from all paychecks. All deductions shall be transmitted to the Union no later than fifteen (15) days following the deduction, together with a list of the employees in the bargaining unit paying such dues or fees by payroll deduction, including information for each employee on the number of hours worked and/or paid, and the employee's rate of pay. The Library will also send to the Union an electronic version of the information (in a format compatible for the Union, e.g., Microsoft Excel). Upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

F. The Library's obligation to make deductions shall terminate automatically upon the termination of employment or transfer of an employee to a job classification outside the bargaining unit.

G. The Union will indemnify and hold the Library and any of its agents harmless against any claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Library for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any provision of this Article.

H. The Library will recognize the following Union officers and delegates for the purpose of administering this Agreement: District 1199 Executive Board Member, Grievance Chair(s) and Delegates. The Library understands that such titles may change from time to time. Within one (1) week of the Union's election, re-election or appointment of its officers and delegates, or changes to the Union's leadership titles, the Union will notify the Library of their identities and responsibilities.

I. Employees will not conduct Union business during the time they are to be working. However, the Library will pay up to two (2) Union officers or delegates to attend disciplinary or grievance meetings, provided that the meetings occur during the officers' or delegates' regular work time.

J. The Union may install its own bulletin board, not to exceed nine (9) square feet in the Library's staff lounge to disseminate official Union information. The Union will

ensure that its bulletin board postings contain no disparaging comments about the Library or any of the Library's Trustees or employees. If the Library believes that a posting on the Union's bulletin board violates this Section, it may attempt to reach an agreement regarding the posting with the Union's Executive Board Member or delegate, and if no agreement can be reached after twenty-four (24) hours, then the Union will immediately remove the posting from its bulletin board.

K. The Library will grant up to three (3) Union officers and delegates up to three (3) work days off and the Union's one (1) Executive Board member up to five (5) work days off without pay each calendar year to attend Union educational programs or meetings. Requests for time off under this Section must be submitted as soon as possible after attendance at the programs or meetings are known, but in no event later than two (2) weeks in advance.

L. The Library will provide up to three (3) members of the Union's negotiating team with up to an aggregate of thirty (30) hours of paid "release time" to attend contract negotiations during the negotiating period set forth in Article XXIX. The Union will inform the Library which members of its negotiating team will use this "release time" before or at the first contract negotiation session. Once the permitted "release time" is exhausted, the Library will permit the same three (3) members of the Union's negotiating team to work with their managers to reschedule any work hours lost because they were attending contract negotiations. All hours must be rescheduled within the same pay period and not result in more than forty (40) work hours in any workweek.

M. The Library will send the Union's Executive Board Member or designee the information that it sends to its Trustees for discussion at the Library's Board meetings, excluding all information that the Board will consider in executive session, at approximately the same time it sends the information to its Trustees.

N. The Library will deduct any voluntary written, authorized contribution to the Union's Committee on Political Education (COPE). The Library will transmit the COPE deductions to the Union in a check separate from the dues remission no later than fifteen (15) calendar days following the date that the deductions are made, together with a list of the employees from whom a deduction was made and the amount of each employee's deduction.

O. The Union may communicate with members of the bargaining unit through the Library's internal distribution system.

P. Upon hire, the Library will provide each new employee in a bargaining unit position with a copy of this Agreement.

## **ARTICLE V NON-DISCRIMINATION**

A. The Library is committed to providing a work environment that is free of all forms of harassment and discrimination. Neither the Library nor the Union will discriminate against any employee of the bargaining unit on the basis of race, color, creed, age, sex, disability, national origin, religion, union participation, sexual orientation, political

affiliation or veteran status or to discriminate in the application of interpretation of the provisions of this Agreement, including the requirement to refrain from sexual harassment.

B. All claims of discrimination will be handled exclusively through the grievance procedure, although the parties and employees can file claims and participate in proceedings before any governmental regulatory agency, such as the Ohio Civil Rights Commission, the State Employment Relations Board and the U.S. Equal Employment Opportunity Commission.

## **ARTICLE VI JOB OPENINGS**

A. When a job opening occurs or the Library creates a new position, and the Library desires to fill that opening, the Library will post a notice of the opening. Postings once made will continue for seven (7) calendar days. The notice will contain the position title, Grade, hourly rate range, description and the expected qualifications.

B. Notwithstanding Section A, the Director may offer the hours of a vacant part-time position to one or more part-time employees.

C. Employees who wish to be considered for a posted opening must file with the designated manager the appropriate written documentation in accordance with the job posting before the end of the posting period.

D. The Library will interview all qualified employees who apply for a job opening.

E. The Library may seek outside applicants for job openings, when it deems appropriate.

F. The Library will offer a job opening to the best qualified person in its opinion.

G. Employees who receive an appointment under this Article may not apply for any other jobs for six (6) months, unless the posted job would result in a promotion or an increase in "permanent hours."

## **ARTICLE VII TEMPORARY TRANSFERS**

A. The Library has the right to transfer temporarily all or a portion of an employee's hours to another position, based on the reasonable needs of the Library.

B. The Library will not transfer an employee under this Article for disciplinary purposes.

C. Beginning fifteen (15) calendar days after the Library transfers an employee or a portion of the employee's hours to a position in a higher grade, the Library will begin paying the employee at the minimum rate of pay of the higher grade or five percent (5%)

above the employee's then-existing rate of pay, whichever is greater, for all the hours that the employee works in the higher grade position.

D. At the end of a transfer, the Library will pay the employee at the rate of pay that the employee would have received had the Library not transferred the employee.

### **ARTICLE VIII PROBATIONARY PERIOD**

A. All newly hired employees will serve the following probationary periods:

1. Six (6) months for employees in Grades 11 through 16.
2. Twelve (12) months for employees in Grades 17 and 18.

B. During their probationary periods, employees are covered under this Agreement, except that the Library may discharge them for any reason or no reason, with or without notice and with no recourse to the grievance procedure.

### **ARTICLE IX DISCIPLINARY PROCEDURE**

A. The Library has the sole right and responsibility to establish its rules of conduct and disciplinary procedures. However, the Library's rules of conduct and disciplinary procedures cannot contradict any provision in this Agreement and cannot be arbitrary or capricious.

B. The Library will inform employees of the standards, rules and directives that they are expected to meet and the consequences if they fail to meet them.

C. The Library will apply discipline equitably and consistently.

D. 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 the employee's work record.

E. The Library recognizes the right of an employee to appeal disciplinary action through the Grievance Procedure.

### **ARTICLE X GRIEVANCE PROCEDURE**

A. A "grievance" is an alleged violation of a specific provision of this Agreement.

B. For the purposes of this Article, the Union delegate and the delegate's designee will be a Library employee.

C. If the Union represents an employee on a grievance, the Union may assign any of its representatives or the Union's delegate or designee to represent the employee at any grievance meeting, mediation session or arbitration hearing.

D. Steps of Grievance Procedure.

Step 1: Within seven (7) calendar days of an alleged violation of this Agreement, an employee must discuss and try to resolve the issues surrounding the alleged violation with the employee's immediate manager or the manager's designee.

Step 2: If the grievance is not resolved in Step 1, the employee may submit a written grievance to the Library's Director or the Director's designee within seven (7) calendar days of the employee's discussion with the manager or the manager's designee. An employee may obtain a grievance form from the Library's Administrative Office or the Union. The employee will note on the grievance form whether the employee desires Union representation on the grievance. The Director or the Director's designee will schedule a meeting with the employee and, if the employee noted a desire for Union representation on the grievance, also with the Union's delegate or designee, within fourteen (14) calendar days after the actual receipt of the written grievance. Within seven (7) calendar days of the meeting, the Director will respond in writing to the employee and the Union's delegate or designee.

Step 3: If the employee and/or the Union is not satisfied with the results from Step 2, the employee or the Union may request the Library to mediate the grievance by submitting a written request to the Library's Director or the Director's designee within seven (7) calendar days after receiving the Director's written response to the grievance. If the employee was represented by the Union on the grievance, then the Union must be the party to request mediation. The Library must respond in writing within seven (7) calendar days to any request for mediation to the employee and the Union's delegate or designee as to whether it agrees to mediate the grievance. If the employee and/or the Union do not request mediation within seven (7) calendar days after receiving the Director's written response to the grievance, the Library may request to mediate the grievance during the subsequent seven (7) calendar days. If the Library requests to mediate the grievance, then the employee, or if the employee is represented by the Union on the grievance, then the Union, must respond in writing within seven (7) calendar days whether the employee and/or the Union agrees to mediate the grievance.

(a) The mediation procedure will be governed by the then-applicable Rules of the Federal Mediation and Conciliation Service.

(b) The mediation process will be conducted as soon as the parties to the mediation and the mediator can schedule a meeting.

(c) The mediation proceedings and any settlement will be private and confidential; however, if a settlement is reached, the confidentiality of the settlement can be a term of the settlement agreement.

(d) Any fees and expenses of mediation will be borne equally by the parties to the mediation.

Step 4: If the employee is not satisfied with the results from Step 2 or Step 3, the employee may request arbitration. If the employee was represented by the Union on the grievance, then the Union must be the party to request arbitration. If Step 3 mediation was not requested or not agreed upon, a request for arbitration must be received by the Library within thirty (30) calendar days after the date on which mediation was refused or all time limits for requesting and agreeing to mediation have been exhausted, whichever is later. If Step 3 mediation was pursued, then a request for arbitration must be received by the Library within twenty-one (21) calendar days after the receipt of a written notice that the mediation process has ended.

(a) The arbitration procedure and hearing will be governed by the American Arbitration Association's then applicable Labor Arbitration Rules, with one (1) arbitrator being selected.

(b) An arbitrator will not have the authority to add to, subtract from or modify in any way the provisions of this Agreement. The arbitrator will have jurisdiction only over the matter(s) submitted. The decision of the arbitrator will be in writing, with copies sent to the parties of the grievance and their representatives, if any.

(c) The arbitrator's fees and expenses will be borne by the losing party of the arbitration or as otherwise directed by the arbitrator utilizing the concept of "loser pays." However, with claims involving discrimination or harassment based on an attribute protected under federal or state law, the loser will not have to pay under this provision, even if the employee or the Union loses; in such cases, the Library and the Union will split evenly the arbitrator's fees and expenses, if the Union elevated the grievance to arbitration. If the employee elevated the grievance to arbitration, then the Library will pay the arbitrator's fees and expenses, less the cost to file a civil complaint for discrimination or harassment in the Court of Common Pleas for Lorain County, which amount the employee will pay when requesting arbitration.

(d) The Library and the Union will share equally the cost of any hearing room and all other charges.

(e) The decision of the arbitrator will be final and binding, subject to the Ohio Arbitration Act.

E. If an employee chooses not to have Union representation on a grievance, the Library will notify the Union's delegate or designee of the grievance and any grievance meetings or hearings related to the grievance, but not mediation sessions, and will permit the Union's delegate or designee or any other Union representative to be an observer at those meetings or hearings. In addition, the Library will not resolve a grievance with an employee who is not represented by the Union in a way that will affect the relationship between the Union and the Library. If a proposed resolution would affect the relationship between the Library and the Union, the Union would have to agree to the resolution.

F. This grievance procedure will be the exclusive method of resolving grievances between the Library and the Union and between the Library and its employee(s). The Union, all employees subject to this Agreement and the Library waive the right to litigate or resolve their grievances and other claims in any other forum or by any other procedure; provided, however, that the parties and employees can file claims and participate in proceedings before any governmental regulatory agencies, such as the Ohio Civil Rights Commission, the State Employment Relations Board, the U.S. Department of Labor and the U.S. Equal Employment Opportunity Commission. However, any employee who files a complaint alleging a violation of law with a governmental regulatory agency based on allegations that the employee or the Union has filed or could file a grievance waives any rights to any remedy that may be provided under this Article.

G. The parties to any grievance may, by mutual agreement, waive any steps in the grievance procedure to expedite the processing of the grievance or agree to extensions of time.

H. The following types of grievances will commence at Step 2 of this grievance procedure:

1. Employee discharge claims.
2. Job classification claims.
3. Claims involving more than one (1) manager or one (1) employee.
4. The Library's claims against the Union, which can also proceed to Steps 3 and 4, if not resolved in Step 2.

## **ARTICLE XI SENIORITY**

A. For purposes of layoff and recall only, employee seniority for full-time employees will be counted as one year for each year of continuous full-time service to the Library from the last date of hire.

B. Employee seniority for part-time employees will be credited in terms of full-time equivalency, based on compensated hours. Part-time employees will receive one year of seniority for every 1,950 compensated hours.

C. For purposes of Section B of this Article, compensated hours will include:

1. actual hours worked; and
2. paid leave, including holidays, PTO, sick leave, bereavement leave and jury duty.

D. For purposes of creating the initial seniority list only, the Library will calculate the seniority of its employees based on the number of "permanent hours" they worked per week times the number of weeks they worked with those "permanent hours."

**ARTICLE XII  
LAYOFFS AND RECALLS**

A. The Library will lay off and recall employees in accordance with the provisions of this Article.

B. Laid off employees who are recalled not more than one (1) year following their layoff date will retain their seniority but will not accrue seniority between their layoff and recall.

C. Definitions.

1. For purposes of this Article, "position" means a specific classification within a specific department, such as Circulation Assistant or DiscoveryWorks Specialist.

2. For purposes of this Article, "qualified" means that an employee meets the minimum qualifications for the position.

D. Layoff Procedures.

1. If the Library decides to reduce the staffing of any of its positions, the Library will first seek volunteers to be laid off within the specified positions.

2. If the Library desires to make further reductions, the Library will then lay off or terminate the employment of any temporary employees in the Grades of the specified positions and all lower Grades; however, the Library may retain a temporary employee when other employees are not qualified for the temporary employee's position.

3. If the Library desires to make further reductions, the Library will then lay off or terminate the employment of any probationary employees in the Grades of the specified positions and all lower Grades; however, the Library may retain a probationary employee when other employees with more seniority are not qualified for the probationary employee's position.

4. If the Library desires to make further reductions, the Library will then lay off employees in the specified positions based on Library needs.

5. If the Library reduces the "permanent hours" of an employee as part of a reduction in force and the employee's "permanent hours" would not be within ten (10) hours of what the employee had before the reduction of "permanent hours" or if the employee's reduced "permanent hours" would not enable the employee to retain eligibility for health care coverage or other benefits, such as PTO, then the employee can choose to be a displaced employee under Section E rather than accept the reduction in "permanent hours."

6. The Library will give written notification of a layoff to affected employees and the Union at least fourteen (14) days in advance of the layoff date. The Library will also provide the Union with a current seniority list.

E. Bumping Procedures.

1. A displaced employee is required to accept any job opening in the same Grade, provided that the displaced employee is qualified for the job and the job's "permanent hours" is within ten (10) hours of what the displaced employee's job had. However, a displaced employee would not have to accept a job opening that would affect the employee's eligibility to continue health care coverage or other benefits, such as PTO.

2. If a displaced employee cannot accept a job opening, the displaced employee may bump the least senior employee in the same Grade and in a job for which the displaced employee is qualified, provided that the displaced employee has greater seniority than the employee to be bumped. If the displaced employee is full-time and the employee to be bumped is part-time, the displaced employee may choose to bump the least senior full-time employee in the same Grade and in a job for which the displaced employee is qualified, provided the displaced employee has greater seniority than the employee to be bumped. If the displaced employee is part-time and the employee to be bumped is full-time, the displaced employee may choose to bump the least senior part-time employee in the same Grade and in a job for which the displaced employee is qualified, provided the displaced employee has greater seniority than the employee to be bumped. However, a displaced employee would not have to bump into a job that would affect the employee's eligibility to continue health care coverage or other benefits, such as PTO.

3. If the displaced employee cannot bump an employee in the same Grade, the displaced employee may bump the least senior employee in successively lower Grades provided that the displaced employee is qualified for the job and has greater seniority than the employee to be bumped. If the displaced employee is full-time and the employee to be bumped is part-time, the displaced employee may choose to bump the least senior full-time employee in successively lower Grades, provided that the displaced employee has greater seniority than the employee to be bumped. If the displaced employee is part-time and the employee to be bumped is full-time, the displaced employee may choose to bump the least senior part-time employee in successively lower Grades, provided that the displaced employee has greater seniority than the employee to be bumped. However, a displaced employee would not have to bump into a job that would affect the employee's eligibility to continue health care coverage or other benefits, such as PTO.

4. A displaced employee may choose to be laid off rather than bump into another job.

5. An employee who bumps into a job will be given an appointment to that job, whether the job is full-time or part-time, as the job was originally intended.

6. The Library will decrease the rate of pay of an employee who bumps into a job in a lower Grade by five percent (5%) for each Grade.

7. When the Library lays off more than one (1) employee, the displaced employees can use the bumping procedures set forth in this Section, one by one, in seniority order.

8. Employees who are bumped from their jobs will be considered displaced employees and can bump other employees in accordance with this Section.

F. Recall Procedures.

1. Laid-off employees and employees bumping into a job that has “permanent hours” not within ten (10) hours of what their former job had or that has a lower Grade than what they had when they were laid off or that does not have their former eligibility for health care coverage or other benefits, such as PTO, will be placed on a recall list for up to one (1) year from the date of the original layoff. After one (1) year from the date of the original layoff or reduction in “permanent hours,” employees will lose their recall rights. The Library will provide the Union with the recall list and copies of all recall notices. Laid-off employees must keep the Library informed of their current addresses and telephone numbers.

2. When a job opening occurs and the Library desires to fill that opening, the Library will first post a notice of the opening in accordance with Article VI. The Library will mail job opening notices to qualified employees on the recall list in the same or next higher Grade on or before the day it posts them in the Library. If no qualified active employee bids on a job opening, the Library will offer the job to the most senior qualified employee in the same or next higher Grade on the recall list. The Library will not hire new employees for a job opening when a qualified employee in the same or next higher Grade is still on the recall list and has not been offered the job.

3. The Library will send recall notices by certified mail, express delivery service or by personal service to a recalled employee’s last known address or by E-mail, with return receipt requested, to a recalled employee’s last known E-mail address; however, the Library can notify employees who are working at the Library by memorandum, with proof of receipt. A recalled employee has seven (7) calendar days from receipt of the recall notice to accept the job and agree to a return-to-work date with the Library. A recalled employee’s failure to accept the job and agree to a return-to-work date with the Library within the seven (7) calendar day period will result in the termination of the recalled employee’s recall rights.

4. Laid-off employees may choose to remain on the recall list up to one (1) year rather than accept a recall to a job with “permanent hours” not within five (5) hours of what their former job had or that has a lower Grade than what they had when they were laid off. However, a laid-off employee would not have to accept a job that would affect the employee’s former eligibility for health care coverage or other benefits, such as PTO.

5. Employees recalled to jobs in their former Grade will be paid at their former base hourly wage rate adjusted for any additional general wage increase that the Library may have given during their layoff. Employees recalled to jobs in a lower Grade will be paid five percent (5%) less for each Grade below their base hourly wage rate in their former job, adjusted for any additional general wage increase that the Library may have given during their layoff.

6. Employees accepting a job that has “permanent hours” not within five (5) hours of what their former job had or that has a lower Grade than what they had when they were laid off or that does not have their former eligibility for health care coverage or other benefits, such as PTO, can remain on the recall list for the remainder of their one (1) year period.

### **ARTICLE XIII HOURS OF WORK**

#### A. Workweek.

1. The workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.

2. Full-time employees work thirty-seven and one-half (37.5) or more hours per workweek. A thirty-seven and one-half (37.5) hour workweek is considered a full-time workweek.

3. Part-time employees work less than thirty-seven and one-half (37.5) hours per workweek. Part-time employees work the number of “permanent hours” per workweek for which they were appointed.

#### B. Scheduling.

1. The Library will post its monthly Master Schedule at least seven (7) calendar days before the beginning of the month. The Library will notify any affected employees of changes to a Master Schedule at least seven (7) calendar days before the change becomes effective; however, the Library and the affected employee can agree to schedule changes with less than seven (7) calendar days notice.

2. The Library will attempt to provide continuity in the schedules of its part-time employees.

3. Employees may switch work schedules with the approval of their immediate managers.

4. The Library may permit an employee to work temporarily a flexible schedule. Employees desiring a temporary flexible schedule need to discuss their desired schedule with their immediate manager. The Library is under no obligation to grant an employee’s request for a flexible schedule.

5. Consistent with each department’s procedure, employees required to prepare programs, exhibits or special projects will receive regular scheduled off-desk time to complete assigned duties. However, circumstances may require modifications to scheduled off-desk time.

C. Breaks.

1. Employees working seven (7) or more hours in a workday must take a one-half (0.5) hour unpaid break during the workday, which will be scheduled by their managers. Employees are not authorized to work during this break.

2. Employees working at least four (4) hours in a workday may also take one (1), fifteen (15) minute paid break during the workday, which may be scheduled by their managers. Employees working at least seven and one-half (7.5) hours in a workday may also take a second (2<sup>nd</sup>) fifteen (15) minute paid break during the workday, which may be scheduled by their managers.

3. Employees may smoke in the Library's designated smoking areas during their breaks only.

D. Overtime Premium. The Library will pay employees one and one-half (1.5) times their regular hourly wage rate for all hours they work over forty (40) in a workweek.

E. Emergency and Business-critical Call-ins. The Library will pay employees a minimum of two (2) hours when they report to work on an emergency or business-critical basis, at the Library's request.

F. Meetings. An employee who the Library permits or requires to attend a meeting at the Library during hours when the employee is not scheduled to work will be paid for the actual time the employee attends the meeting. The time that the employee spends at the meeting will not affect the employee's regular work schedule, as long as the employee does not work more than forty (40) hours in the workweek.

G. Sunday Schedules.

1. All employees may be scheduled to work Sundays when the Library is open on Sundays.

2. The Library will assign Sunday hours to employees on a rotating basis.

3. Employees may trade or give away scheduled Sunday hours with their managers' approvals. Such approvals will not be unreasonably denied. Managers will ensure that a designated in-charge employee is always on duty.

4. Employees initiating successful trades or giveaways must notify their managers in writing or via e-mail by the preceding Saturday.

H. Employees needing to trade, but who cannot find someone with whom to trade, can seek assistance from their manager.

I. The Library will pay all employees who work a Sunday their regular hourly wage rate for all hours worked on Sundays. Management will not reduce an employee's hours during the workweek in which the Sunday is worked.

**ARTICLE XIV  
HOLIDAYS**

A. The Library will be closed in observance of the following holidays:

New Year's Day	(January 1)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Eve	(Fourth Wednesday in November)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)

B. The Library will observe holidays falling on Sundays on the following Mondays. Otherwise, the Library will observe holidays on the days that they occur.

C. Pursuant to Arbitrator Szuter's Opinion and Award, when the Library observes a holiday on a Friday or Saturday, the Library may adjust that week's schedules with "level-off" days, so as to provide a regular paycheck to all of its full-time employees.

D. The Library will pay full-time employees holiday pay of seven and one-half (7.5) hours for each holiday.

E. The Library will pay part-time employees for the number of hours that they would ordinarily work on the days that the Library is closed because of a holiday.

F. The Library will not pay holiday pay to employees who have a non-scheduled absence during all or part of their scheduled hours on the workday before or the workday after a holiday-related closing, unless they are full-time employees and are absent due to illness and, upon the Library's request, present a certificate from a health care provider.

**ARTICLE XV  
PAID TIME OFF AND LEAVE WITHOUT PAY**

A. General.

1. Paid Time Off ("PTO") combines what used to be known as vacation, personal days and floating holidays.

2. "Leave Without Pay" may be granted by the Library, in its discretion, to employees who have exhausted their PTO or employees who are not eligible for PTO.

3. The Library will grant eligible employees their annual PTO allotment each January 1.

4. Employees will be permitted to carry over up to one (1) week of “permanent hours” of PTO into the following calendar year. Unused PTO in excess of an employee’s “permanent hours” per week will be lost.

5. Employees can use their PTO and “leave without pay” in increments of no less than thirty (30) minutes.

6. Employees must submit their PTO and “leave without pay” requests in writing to their managers. Employee preferences for PTO and “leave without pay” will be given consideration; however, the Library will grant PTO and “leave without pay” requests to ensure even and adequate coverage of all library service activities.

7. Employees must submit their PTO and “leave without pay” requests for three (3) or more consecutive working days at least one (1) month in advance. Employees must submit their PTO and “leave without pay” requests for less than three (3) consecutive working days at least one (1) week in advance. However, the Library will consider PTO and “leave without pay” requests with less than the required notice on a case by case basis.

8. If the Library is closed on a holiday during an employee’s PTO period, it will be treated as a holiday and not as PTO, if the employee would ordinarily have been scheduled that day.

9. Employees can request to change their approved PTO or “leave without pay” requests, and the Library will consider the requests on a case by case basis.

B. Full-time Employees.

1. The Library will grant full-time employees in Grades 11 through 16 fifteen (15) days (112.5 hours) of PTO on January 1 of their first year of employment.

2. The Library will grant full-time employees in Grades 17 and 18 twenty (20) days (150 hours) of PTO on January 1 of their first year of employment.

3. On January 1 of each subsequent year of employment, the Library will grant one additional day (7.5 hours) of PTO for each full year of full-time employment after the first year, accumulating up to, but not exceeding, twenty-four (24) days (180 hours) of PTO for employees.

C. Part-time Employees.

1. Part-time employees working twenty-two and one-half (22.5) or more “permanent hours” per week are eligible for PTO.

2. The Library will grant eligible part-time employees fifteen (15) pro-rated days of PTO each January 1 based on their “permanent hours” per week divided by thirty-seven and one-half (37.5) hours per week.

3. Following their sixth (6th) full year of employment, the Library will grant eligible part-time employees four (4) times their weekly "permanent hours" of PTO on each January 1.

4. Following their eleventh (11th) full year of employment, the Library will grant eligible part-time employees four and four-fifths (4.8) times their weekly "permanent hours" of PTO on each January 1.

5. Employees changing from part-time status to full-time status, or vice-versa, will receive a one-time, pro-rated adjustment of PTO upon the status change. Full-time employees changing to part-time status with less than twenty-two and one-half (22.5) "permanent hours" per week will retain a pro-rated amount of their unused PTO upon the status change, which must be used during the calendar year in which their status changes. The pro-rating will be based on their "permanent hours" per week divided by thirty-seven and one-half (37.5) hours per week.

D. Notwithstanding Sections B and C of this Article, the Library will grant all eligible newly hired employees their pro-rated PTO after they complete thirty (30) calendar days of employment. The pro-rating will be based on the number of days remaining in the calendar year when a newly hired employee becomes eligible for PTO divided by 365, with the result rounded to the nearest whole day. This pro-rating formula is in addition to the pro-rating formula in Paragraph 2 of Section C.

## **ARTICLE XVI LEAVES OF ABSENCE**

A. Eligible employees, as set forth below, may take leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA leave").

1. An employee who has worked 1,250 hours in the immediately preceding twelve (12) months and who has been employed with the Library for at least twelve (12) months is entitled to twelve (12) weeks of FMLA leave during a twelve (12) month period for one or more of the following reasons:

(a) Because of the birth of a child of the employee and to care for the child;

(b) Because of the placement of a child with the employee for adoption or foster care;

(c) To care for the employee's spouse, child or parent who has a serious health condition; or

(d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

2. A serious health condition is defined as an illness, injury or impairment that requires:

(a) Inpatient care in a hospital, hospice or residential medical care facility including any period of incapacity or subsequent treatment in connection with inpatient care; or

(b) Continuing treatment by a health care provider involving any of the following:

(i) A period of incapacity of more than three (3) consecutive calendar days that involves treatment two (2) or more times by a health care provider; or one (1) treatment by a health care provider that results in a regimen of continuous treatment under the supervision of the health care provider;

(ii) Any period of incapacity due to pregnancy or prenatal care;

(iii) Any period of incapacity or treatment for incapacity due to a chronic serious health condition;

(iv) Permanent or long-term conditions for which treatment may not be effective, or

(v) Any period of incapacity to receive multiple treatments either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical treatments.

3. Spouses employed by the Library are jointly entitled to a combined total of twelve (12) weeks of FMLA leave for the birth of a child, the placement of a child for adoption or foster care and to care for the child. This type of leave must conclude within twelve (12) months of the birth or placement of the child.

4. For all uses of FMLA leave, the twelve (12) month period will be measured backwards from the date an employee uses any FMLA leave.

5. Eligible employees may take FMLA leave intermittently or on a reduced leave schedule when there is a medical need that is best accommodated through intermittent leave or a reduced leave schedule. The Library may temporarily transfer employees on intermittent leave or a reduced leave schedule to vacant positions for which they qualify and which have equivalent pay and benefits. Once intermittent leave or reduced leave schedules have been completed, the Library will transfer employees back to their former or equivalent positions.

6. Employees taking family leave must use their PTO. Once their PTO is used up, their leave will be unpaid. Employees taking family leave, such as for purposes of caring for a newborn child or for the placement of an adopted or foster child, may use their sick leave when they would otherwise qualify for sick leave under Article XVII of this Agreement.

7. Employees taking medical leave for themselves or for any reason permitted under the sick leave provisions of this Agreement must use their sick leave, except employees may choose to retain up to twenty-two and one-half (22.5) hours of sick leave. Employees must then use their PTO. Once their PTO is used up, their leave will be unpaid.

8. Employees must request foreseeable leave in writing to the Director or the Director's designee at least thirty (30) days before the leave is scheduled to begin, or as soon as it is practicable.

9. The Library may require the written certification of a health care provider to substantiate the medical need for any FMLA leave that relates to the serious health condition of an employee or an employee's spouse, child or parent. The Library may require, at its expense, that employees obtain the opinion of a second health care provider designated by the Library. If the second opinion is in conflict with the first, the Library may request, at its expense, that employees obtain a third opinion from a mutually agreed upon health care provider, whose opinion will be final and binding. The Library may also require periodic recertifications.

10. The Library will continue to pay its portion of any benefits employees may have under its group health care and life insurance plans during FMLA leave. The Library will arrange for employees to pay their portion of their health care benefits while on FMLA leave. Employees who do not return to work at the end of their FMLA leave will be required to repay the Library's payments during the unpaid portion of their leave unless they do not return to work because of the continuation, recurrence or onset of a serious health condition that would otherwise entitle them to FMLA leave or other circumstances occur beyond their control.

11. The Library may require employees taking leave for their serious health condition to submit medical certifications that they are fit to work before they return to work.

12. Employees returning from FMLA leave will return to their former or equivalent positions.

13. This Section does not limit the Library's or employee rights under the Family and Medical Leave Act of 1993.

B. Unpaid Leaves of Absence.

1. The Director may grant an employee's request for an unpaid leave of absence of up to three (3) months for personal reasons. Before an employee can request an unpaid leave of absence for personal reasons, the employee must have completed at least one (1) year of continuous service with the Library and have exhausted any PTO.

2. The Director may grant an employee's request for an unpaid leave of absence of up to three (3) months for medical reasons. Before an employee can request an unpaid leave of absence for medical reasons, the employee must have completed the employee's probationary period and have exhausted any PTO and sick leave and exhausted any available FMLA leave.

3. The Director may grant an employee's request for an unpaid leave of absence of up to six (6) months for educational reasons. Before an employee can request an unpaid leave of absence for educational reasons, the employee must be in Grades 14 through 18, have completed at least five (5) years of continuous service with the Library and have exhausted any PTO. In addition, the leave of absence must be used to permit the employee to attend:

(a) An accredited program in undergraduate, graduate or post-graduate work that could be a benefit to the employee's career at the Library; or

(b) Courses or programs directly related to the employee's then-current job responsibilities, as determined by the Director.

4. All unpaid leaves of absence will have firm dates when employees must return to work.

5. The Library reserves the right to fill any position that is vacant due to an employee's leave of absence for personal or medical reasons under this Section that the employee expects to exceed or actually exceeds one (1) month. However, employees eligible for FMLA leave for the same reason that the employee requested an unpaid leave of absence under this Section is limited to the more generous FMLA job protection rights.

6. The Library reserves the right to fill any position that is vacant due to an employee's leave of absence for educational reasons under this Section that the employee expects to exceed or actually exceeds three (3) months.

7. Except for employees eligible for FMLA leave for the same reason that the employee requested an unpaid leave of absence under this Section, if an employee's leave of absence that was not to exceed one (1) month for personal or medical reasons or three (3) months for educational reasons does not actually exceed those limits, the employee will return to the same assignment that the employee held at the time the employee's leave of absence commenced. If the employee's leave of absence is requested to be or actually lasts more than those limits, the employee may return to the same assignment, if it is available. If the assignment is not available, the Library will assign the employee to a roughly equivalent position, if available, or to any other position if no roughly equivalent positions are available. A roughly equivalent position for purposes of this provision means roughly equivalent in terms of hours and Grade, as determined by the Library in its sole discretion. If no roughly equivalent position is available, a layoff will occur with full application of the provisions of Article XII, Layoffs and Recalls.

8. An employees' failure to report to work as scheduled following the expiration of the employee's leave of absence, unless additional leave is authorized prior to the scheduled return date, or failure to comply with any condition of the leave, will be just grounds for the employee's discharge.

9. When possible, employees must request an unpaid leave of absence at least one (1) month in advance.

10. Employees taking unpaid leaves of absence under this Section are responsible for the full payment of any insurance premiums due during their leaves of absence. If they are eligible for and elect health care continuation coverage, the Library will provide them health care continuation as required by COBRA.

## **ARTICLE XVII PAID LEAVES**

### **A. Bereavement Leave.**

1. Full-time and part-time employees working twenty-two and one-half (22.5) or more "permanent hours" per week are eligible for up to three (3) working days of paid bereavement leave to attend to the death of a spouse or "domestic partner," parent, stepparent, father-in-law, mother-in-law, grandparent, child, stepchild, son-in-law, daughter-in-law, grandchild, brother, sister, brother-in-law or sister-in-law. In-laws and step relatives are defined as those related by current marriage only.

2. Maximum paid bereavement leave for part-time employees will be pro-rated based on their "permanent hours" per week divided by thirty-seven and one-half (37.5) hours per week.

3. Eligible employees needing extended bereavement leave or needing leave to attend to the death of persons not listed in Paragraph 1 may use PTO, with the Director's prior approval.

4. Employees not eligible for bereavement leave may request an unpaid leave of absence to attend to the death of persons listed in Paragraph 1. Employees taking an unpaid leave of absence for bereavement purposes may request to make up any lost work time during the current or immediately subsequent pay periods. The Director or the Director's designee has the discretion to approve or deny these requests.

### **B. Jury Duty.**

1. Employees summoned to jury duty must provide a copy of the summons to the Director as soon as possible after they receive it.

2. Employees on jury duty must report for work as scheduled when not required in court. Employees who spend only part of the day in court must report to work for the balance of their scheduled work day, unless the number of hours that they spend on jury duty that day is within two (2) hours of the number of hours that they would have worked for the Library that day.

3. While serving on jury duty during their regularly scheduled work hours, employees will receive their regular compensation. Employees must pay the Library any amounts received from the court for any day that the Library paid them under this Section.

C. Sick Leave.

1. General.

(a) The Library will grant eligible employees their annual sick leave allotments each January 1.

(b) At the end of each calendar year, the Library will deposit employees' unused sick leave into their personal sick leave banks.

(c) An eligible employee can take sick leave for the following reasons only:

(i) Illness or injury of the employee or a member of the employee's immediate family, which includes the employee's spouse, children and any other family members;

(ii) Medical or dental appointments for treatment of the employee or a member of the employee's immediate family (as set forth in the preceding paragraph) who requires the employee's attendance;

(iii) When the employee has a contagious disease that would threaten the health of others; or

(iv) Reasons permitted under the Library's FMLA policy, if the employee is eligible for FMLA leave.

(d) Employees can use their sick leave in increments of no less than thirty (30) minutes.

(e) Employees requiring sick leave must notify their manager or an administrator at least one (1) hour before their starting time for each day they are scheduled to work; however, if they know that they will be sick and not able to work more than one (1) scheduled day, their manager or the administrator may excuse them from calling in each day. Employees must actually speak with their manager or an administrator and not simply leave them a voice-mail or e-mail message.

(f) Employees who become sick or injured during their PTO cannot request sick leave for the time they were scheduled for PTO. Employees who become sick or injured prior to their scheduled PTO may request that their PTO be postponed or rescheduled, with their manager's approval.

(g) Paid sick leave is limited to the amount of sick leave that employees have and any sick leave in their personal sick leave banks. Employees running out of sick leave may request PTO. Employees running

out of sick leave and PTO may request an unpaid leave of absence in accordance with Article XVI.

(h) Employees must submit "Employee Request for Time Off" forms for their using sick leave. Employees using sick leave for more than four (4) consecutive calendar days must submit a certificate from a health care provider.

(i) Sick leave cannot extend beyond that certified by an employee's physician.

(j) The Library will discharge employees using sick leave under false pretenses, and the Library will deduct any fraudulently-received sick pay from their last paychecks.

2. Full-time Employees. The Library will grant full-time employees twelve (12) paid sick days (90 hours) each calendar year.

3. Part-time Employees.

(a) The Library will grant part-time employees working twenty-two and one-half (22.5) or more "permanent hours" per week twelve (12) pro-rated days of paid sick leave each calendar year based on their "permanent hours" per week divided by thirty-seven and one-half (37.5) hours per week.

(b) Part-time employees working less than twenty-two and one-half (22.5) "permanent hours" per week are not eligible for paid sick leave. The time off that these employees may need can be rescheduled during the current or immediately succeeding pay period at the Library's discretion.

4. Newly Hired Employees.

(a) Notwithstanding Sections B and C of this Article, the Library will grant eligible newly hired employees their pro-rated sick leave upon their completing thirty (30) calendar days of employment. The pro-rating will be based on the number of days remaining in the calendar year when a newly hired employee becomes eligible for sick leave divided by 365, with the result rounded to the nearest whole hour.

(b) With certification by the previous employer, eligible newly hired employees who came directly from another public institution from within the State of Ohio will be credited with the unused balance of their accumulated sick leave from that public institution, not to exceed four (4) weeks (150 hours) for a full-time employee and on a pro-rated basis for a part-time employee working twenty-two and one-half (22.5) or more "permanent hours" per week.

(c) Employees resigning within their first year of employment will have any sick leave pay they received deducted from their final paycheck.

5. Reduced-hours Status.

(a) Employees desiring reduced-hours status must submit written requests to the Director as soon as possible. Requests must be accompanied by a statement from the employee's physician that reduced-hours status is necessary for the employee to return to work.

(b) Reduced-hours status can continue for no more than four (4) consecutive calendar weeks.

(c) To return on reduced-hours status, employees must be able to perform the essential functions of their positions, other than being able to work their full schedules.

(d) Employees and the Union may not challenge the Director's decisions to permit or not permit employees to return on reduced-hours status through the grievance procedure.

6. Personal Sick Leave Banks.

(a) Full-time employees can accumulate up to 900 hours of sick leave in their personal sick leave banks.

(b) Eligible part-time employees can accumulate a pro-rated amount of sick leave in their personal sick leave banks. For example, a part-time employee working thirty (30) "permanent hours" per week can accumulate up to 720 hours of sick leave.

(c) Employees who have accumulated the maximum sick leave in their personal sick leave banks, may, during any given calendar year, use their annual allotment of sick leave without affecting the amount of sick leave in their personal sick leave banks.

(d) Full-time employees with at least ten (10) years of employment with the Library can, upon their OPERS-qualifying retirement from the Library, receive twenty-five percent (25%) of the accumulated sick leave in their personal sick leave banks or five percent (5%) of their projected annual pay based on their then-current wage rates, whichever is less.

**ARTICLE XVIII  
EMPLOYEE DEVELOPMENT**

A. The Library will continue to provide training to employees needing new skills because of technology changes and may provide other opportunities for continuing education and training.

B. The Library will pay the basic membership dues for employees working at least fifteen (15) "permanent hours" per week to join and belong to the Ohio Library Council. The Library will pay, upon request, the basic membership dues for employees in Grade 17 working at least fifteen (15) "permanent hours" per week to join and belong to the American Library Association.

C. Conferences, Meetings and Workshops.

1. Employees attending authorized conferences, meetings and workshops of library organizations will be considered at work for up to seven and one-half (7.5) hours per day.

2. The Library will pay for an employee's reasonable travel, lodging, meals and registration fees to attend authorized conferences, meetings and workshops.

D. Tuition Reimbursement.

1. The Library may reimburse all or a portion of the reasonable cost of tuition for employees who complete courses of study that are essential to the Library.

2. The Library will advise the employee of the percentage, if any, of the tuition that the Library will reimburse at the time the Library approves the course.

3. To receive reimbursement under this Section, an employee must apply to the Director or the Director's designee before taking the course and show proof of completion with a grade of no lower than B-, or Pass in a Pass/Fail course.

E. If the Library requires an employee to enroll in a course, the Library will pay one hundred percent (100%) of the tuition and consider the employee at work while attending the course.

**ARTICLE XIX  
TERMINATION OF EMPLOYMENT**

A. Employee intending to resign must inform the Library as follows:

1. Employees in Grades 11 through 16 must give the Library at least two (2) weeks prior notice.

2. Employees in Grades 17 and 18 must give the Library at least four (4) weeks prior notice.

3. Employees who resign without giving proper notice will not be paid their unused PTO upon termination.

4. Once an employee gives notice of the employee's intent to resign, the employee cannot take any further previously unscheduled PTO. Employees who are absent due to illness must, upon the Library's request, present a certificate from a health care provider to be eligible for any remaining sick leave they may have.

5. Employees with one (1) year or more service to the Library who abide by the terms of this Section will be paid their unused PTO upon their resignation or retirement. Everyone else will not be paid their unused PTO.

6. The Library will deduct from an employee's last paycheck any undisputed amounts owing the Library such as fees for lost items, payments for book orders, etc.

B. Upon the death of an employee, the Library will pay any of the employee's unpaid wages and unused PTO to the employee's OPERS-beneficiary.

## **ARTICLE XX STAFFING**

A. The Library will not use volunteers in a manner that results in the displacement or layoff of bargaining unit employees or to avoid posting a bargaining unit position.

B. The Library will permit part-time employees to work extra hours temporarily on an as-needed basis in bargaining unit positions. The Library will maintain a list of part-time employees who will work extra hours. Employees may put themselves onto or remove themselves from the list by contacting the Director or the Director's designee.

1. The selection and scheduling of extra hours and substitutes is the Library's responsibility. The Library will give preference to qualified part-time employees who have put themselves on the list for extra hours when the Library has at least two (2) weeks' notice of a shift vacancy. Examples of when the Library does not have to select an employee over a substitute in the preceding sentence include without limitation when the Library desires to train a substitute or when it wants to maintain a substitute's skills.

## **ARTICLE XXI PERFORMANCE REVIEWS**

A. There will be performance reviews of each employee by the employee's manager generally twice, but at least once, per calendar year.

B. Performance reviews will be used to inform employees of their strengths and weaknesses in their work performance and to provide them additional instruction on any needed improvements.

C. Managers may informally discuss an employee's performance outside of the formal performance review process.

D. Employees may informally discuss their manager's expectations and make suggestions about their duties and responsibilities outside of the formal performance review process.

## **ARTICLE XXII POSITION DESCRIPTIONS**

A. The Library will have accurate position descriptions for all positions in the bargaining unit. Position descriptions will be located in the Administrative Office and will be provided to the Union, upon request. The Library will provide employees a copy of their position description.

B. The Library may change position descriptions in accordance with its needs. The Library will provide copies of any revised position descriptions to the affected employees.

## **ARTICLE XXIII HEALTH INSURANCE**

A. The Library will offer a health insurance plan to all full-time employees and part-time employees working twenty-five (25) or more "permanent hours" per week.

B. From January 1, 2012, eligible employees will be able to choose from the health and dental/vision insurance options that the Library in its discretion will choose. Payment will be as follows:

1. "Employee-only." For calendar year 2011, the Library's contributions will be ninety-five percent (95%) of the "Employee-only" health insurance premiums for the lowest tiered plan the Library chooses. For calendar year 2012, the Library's contributions will be ninety percent (90%) of the "Employee-only" health insurance premiums for the lowest tiered plan the Library chooses. For calendar year 2013, the Library's contributions will be eighty-eight percent (88%) of the "Employee-only" health insurance premiums for the lowest tiered plan the Library chooses. For calendar year 2014, the Library's contributions will be eighty-five percent (85%) of the "Employee-only" health insurance premiums for the lowest tiered plan the Library chooses. The employee's contribution will be the difference between the Library's defined contribution and the premiums for whichever plan the employee chooses.

2. "Two-person." The Library's contributions will be seventy-five percent (75%) of the "Two-person" health insurance premiums for the lowest tiered plan the Library chooses. The employee's contribution will be the difference between the Library's defined contribution and the premiums for whichever plan the employee chooses.

3. "Family." The Library's contributions will be seventy-five percent (75%) of the "Family" health insurance premiums for the lowest tiered plan the

Library chooses. The employee's contribution will be the difference between the Library's defined contribution and the premiums for whichever plan the employee chooses.

4. Dental/vision insurance. For calendar year 2011, the Library's contributions will be ninety-five percent (95%) of the "Employee-only" dental/vision insurance premiums. For calendar year 2012, the Library's contributions for dental/vision coverage only will be ninety percent (90%) of the "Employee-only" dental/vision insurance premiums. For calendar year 2013, the Library's contributions will be eighty-eight percent (88%) of the "Employee-only" dental/vision insurance premiums. For calendar year 2014, the Library's contributions will be eighty-five percent (85%) of the "Employee-only" dental/vision insurance premiums. The Library's contributions for dental/vision only will be seventy-five percent (75%) of the "Two-person" and "Family" dental/vision insurance premiums.

C. Employees participating in the Library's health insurance plan will be responsible for timely paying their portions of their premiums.

D. Employees must be on active status during a calendar month or on FMLA leave for the Library to pay its share of the monthly health insurance premium. Employees taking an unpaid leave of absence, but not FMLA leave, for an entire calendar month must make arrangements to pre-pay one hundred percent (100%) of their health insurance premium by contacting the Deputy Fiscal Officer/Human Resources Coordinator, in accordance with COBRA.

E. The Library may select the providers of the health insurance coverage as long as the coverage provided is substantially equivalent to the current coverage.

F. The Library will continue to offer a Section 125 plan, which permits employees to pay their health insurance premiums on a pre-tax basis.

G. The Library will continue to provide an Employee Assistance Program.

H. The Library will provide \$30,000 of term life insurance to all employees eligible to participate in the Library's health insurance plan.

I. The Library will continue to provide opportunities for employees to purchase supplemental insurance benefits. Employees will be responsible for one hundred percent (100%) of their premium payments.

#### **ARTICLE XXIV WAGES**

A. The Library will pay new employees a minimum of the New Hire Minimum rates reflected in the Salary Schedule attached as Appendix A. The Library will consider the base hourly wage rates of existing employees, among other things, when it determines to pay a new employee at a rate higher than the New Hire Minimum rate.

B. Effective the pay period including April 1, 2012, employees will receive a two and three-quarters percent (2.75%) increase in their former base hourly wage rate or the

Maximum rate listed on the Salary Schedule, whichever is less, as set forth in Appendix "A."

C. Effective the pay period including June 1, 2013, employees will receive a two and a half percent (2.5%) increase in their former base hourly wage rate or the Maximum rate listed on the Salary Schedule, whichever is less, as set forth in Appendix "A."

D. Employees with base hourly wage rates on March 31, 2012 or May 31, 2013, that are higher than the applicable Maximum rates shown on the Salary Schedule in Appendix A will not be eligible for the above increases. However, those employees will receive a lump sum bonus on the first payday following the pay periods including April 1, 2012 or June 1, 2013, equal to the general percentage increase that the Library will provide to its bargaining unit employees multiplied by their compensation during the preceding twelve (12) months.

E. Employees with base hourly wage rates that are less than the Maximum rates on the Salary Schedule in Appendix A on March 31, 2012 or May 31, 2013, that, with the general percentage increase that the Library will provide to its bargaining unit employees in the first pay periods including April 1, 2012 or June 1, 2013, respectively, would be higher than the applicable Maximum rates shown on the Salary Schedule in Appendix A will not be eligible for the above increases. However, those employees will receive a wage increase to the applicable Maximum rates in the Salary Schedule in Appendix A and a lump sum bonus, payable on the first payday following the pay periods including April 1, 2012 or June 1, 2013, equal to the percentage difference between the general percentage increase that the Library will provide to its bargaining unit employees and the percentage increase to get them to the applicable Maximum rates multiplied by their compensation during the preceding twelve (12) months.

F. The Library will increase the base hourly wage rate of an employee who moves into a position in a higher Grade either the New Hire Minimum rate for the new Grade or at least five percent (5%) above the employee's base hourly wage rate in the former position, whichever is greater.

G. The Library will decrease the rate of pay of an employee who moves into a position in a lower Grade either the Maximum rate for the new Grade or five percent (5%) below the employee's base hourly wage rate in the former position, whichever is lower.

H. The Library will pay all employees at least the Ohio minimum wage rate.

#### **ARTICLE XXV DRUG-FREE WORKPLACE**

The Library has a firm commitment to its employees and the community to provide a safe, secure and drug-free environment in which to work. Alcohol and illegal drug use constitutes a potential danger to the security and welfare of the Library's patrons and all of its employees, and exposes the Library to the risk of property loss or damage. The Library and the Union have agreed to a Drug and Alcohol Abuse Policy, which will be given to all employees and will be available in the Administrative Office.

**ARTICLE XXVI  
MISCELLANEOUS**

A. Mileage. The Library will pay employees who drive their personal vehicles as part of their duties eleven cents (\$0.11) less than the prevailing IRS mileage rate.

B. Emergency Closure.

1. The Director or the Director's designee will have the right to close the Library for emergencies, such as for foul weather or power failure.

2. If practical, the Library will attempt to notify employees who are scheduled to work prior to an emergency closing.

3. If the Library is closed for an emergency, the Library will pay employees who are scheduled to work for any lost time, up to thirty-seven and one-half (37.5) hours in a calendar year.

4. Once the reason for the emergency closing has passed, the Director or the Director's designee may open the Library to employees or the public on a delayed schedule. Employees will be expected to report to work.

5. Any employee who is asked to work during an emergency closure under this Section B, when most or all other regularly scheduled employees are sent home or told not to come to work, will be paid time and one-half for the time worked while most or all other employees are not working. The time and one-half pay will be in place of regular pay, not in addition to regular pay. There will be a two (2) hour minimum on the time and one-half pay if the employee must come from home to work during an emergency closure, but no minimum if the employee is already on the job when asked to work during such closure.

C. Personnel Records.

1. The Library will keep one official set of personnel records in the Administrative Office.

2. The Library will keep its official personnel records confidential, subject to Ohio law.

3. The Library's management and other employees with a need for access can access the Library's official set of personnel records for business purposes.

4. The Library will permit employees, upon written request to the Director or the Director's designee, to inspect their official personnel files in the Administrative Office. In addition, the Library will provide employees copies of their official personnel files, at cost, within five (5) calendar days of their request. Employees will not be permitted to inspect or have copied any confidential references that the Library may have received.

5. The Library will not put anonymous letters or materials into its official set of personnel records.

6. Employees will have the opportunity to read any material regarding their conduct or service before the material is placed in the official personnel records.

D. In-Charge Duty.

1. The Library will make every effort to schedule non-bargaining unit employees to be in charge whenever the Library is open.

2. The Library may have an employee in Grade 17 or 18 be in charge when non-bargaining unit employees are not available. The Library will maintain an in-charge list.

3. Employees will be trained on in-charge procedures before the Library assigns them in-charge duty.

**ARTICLE XXVII  
WAIVER OF NEGOTIATIONS**

The Library and the Union acknowledge that during the negotiations resulting in this Agreement, each of them had the unlimited opportunity to make proposals on any subject not removed by law from collective bargaining and that this Agreement contains all agreements made by them during negotiations. Accordingly, for the term of this Agreement, the Library and the Union voluntarily waive their rights, and agree that the other will not be obligated, to bargain collectively about any subject not specifically referred to or covered in this Agreement, even though the subject may not have been within the knowledge or contemplation of either of them during the negotiations or when they signed this Agreement.

**ARTICLE XXVIII  
NO STRIKE / NO LOCKOUT**

A. For the duration of this Agreement, neither any employee nor the Union will directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted sick leave, work stoppage or other interference with the normal operations of the Library. A breach of this Section will be sufficient grounds for discipline, up to and including discharge.

B. At all times, the Union will cooperate with the Library in continuing operations in a normal manner and will actively discourage any attempt to violate this Article. In the event of a violation of this Article, the Union will promptly notify all employees in writing that the strike, slowdown, walkout, concerted sick leave, work stoppage or other interference with the normal operations of the Library is in violation of this Agreement, unlawful, and not sanctioned or approved by the Union. The Union will inform the employees of their obligation to return to work immediately and the potential consequences for continuing the activity.

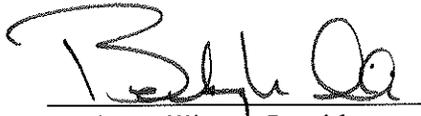
C. For the duration of this Agreement, the Library will not lock out employees.

**ARTICLE XXIX  
DURATION**

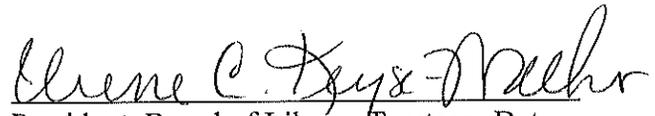
A. This Agreement will be effective from June 1, 2011 to 11:59 p.m. May 31, 2014; provided, however, that if either party desires to reopen and amend Article XXIV (Wages), of this Agreement as it applies on and after June 1, 2012, including all subjects related to wages including the Salary Schedule in Appendix A, it will, at least sixty (60) days prior to Midnight of May 31, 2012, give written notice that it desires to do so. If a party gives written notice to reopen and amend Article XXIV (Wages), as provided in this Article, Article IV (Union Security and Union Rights), Section L will apply to the negotiations between the parties as to amending Article XXIV (Wages) of this Agreement.

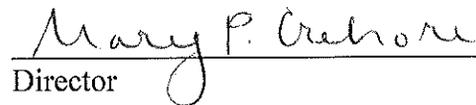
B. The SEIU District 1199 Negotiating Team for this contract consisted of: Peggy Torzewski, Administrative Organizer, SEIU District 1199, Sally Klepper, Karen Scott, Deb Alten, and Anne Herrilko.

**FOR THE UNION**

  
Becky Williams, President      11/18/11  
SEIU District 1199      Date

**FOR THE LIBRARY**

  
Blaine C. Keys-Melhor      Date  
President, Board of Library Trustees      6/9/11

  
Mary P. Crabore      6.9.11  
Director      Date

**Salary Schedule**

<b>Job Title</b>	<b>Grade</b>	<b>New Hire Minimum (\$/Hour)</b>	<b>Maximum (\$/Hour)</b>
Page	11	\$7.40	\$9.26
Circulation Assistant Materials Processor	12	\$10.38	\$15.58
Acquisitions Specialist Circulation Specialist DiscoveryWorks Specialist	13	\$11.80	\$17.70
Adult Services Associate Assistant Cataloguer Children's Services Associate DiscoveryWorks Associate Outreach Coordinator Young Adult Services Associate	14	\$12.43	\$18.65
Computer Technician Graphics Designer	16	\$14.62	\$21.88
Adult Services Librarian Children's Services Librarian Head Cataloguer Young Adult Services Librarian	17	\$15.97	\$23.97
Facilities Maintenance Manager	18	\$17.31	\$25.96

## TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I PARTIES AND PURPOSE</u> .....	1
<u>ARTICLE II RECOGNITION</u> .....	1
<u>ARTICLE III MANAGEMENT RIGHTS</u> .....	2
<u>ARTICLE IV UNION SECURITY AND UNION RIGHTS</u> .....	3
<u>ARTICLE V NON-DISCRIMINATION</u> .....	5
<u>ARTICLE VI JOB OPENINGS</u> .....	6
<u>ARTICLE VII TEMPORARY TRANSFERS</u> .....	6
<u>ARTICLE VIII PROBATIONARY PERIOD</u> .....	7
<u>ARTICLE IX DISCIPLINARY PROCEDURE</u> .....	7
<u>ARTICLE X GRIEVANCE PROCEDURE</u> .....	7
<u>ARTICLE XI SENIORITY</u> .....	10
<u>ARTICLE XII LAYOFFS AND RECALLS</u> .....	11
<u>ARTICLE XIII HOURS OF WORK</u> .....	14
<u>ARTICLE XIV HOLIDAYS</u> .....	16
<u>ARTICLE XV PAID TIME OFF AND LEAVE WITHOUT PAY</u> .....	16
<u>ARTICLE XVI LEAVES OF ABSENCE</u> .....	18
<u>ARTICLE XVII PAID LEAVES</u> .....	22
<u>ARTICLE XVIII EMPLOYEE DEVELOPMENT</u> .....	26
<u>ARTICLE XIX TERMINATION OF EMPLOYMENT</u> .....	26
<u>ARTICLE XX STAFFING</u> .....	27
<u>ARTICLE XXI PERFORMANCE REVIEWS</u> .....	27
<u>ARTICLE XXII POSITION DESCRIPTIONS</u> .....	28
<u>ARTICLE XXIII HEALTH INSURANCE</u> .....	28
<u>ARTICLE XXIV WAGES</u> .....	29
<u>ARTICLE XXV DRUG-FREE WORKPLACE</u> .....	30
<u>ARTICLE XXVI MISCELLANEOUS</u> .....	31
<u>ARTICLE XXVII WAIVER OF NEGOTIATIONS</u> .....	32
<u>ARTICLE XXVIII NO STRIKE / NO LOCKOUT</u> .....	32
<u>ARTICLE XXIX DURATION</u> .....	33
SALARY SCHEDULE.....	APPENDIX A