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**AGREEMENT**

**REACHED BETWEEN**

**THE CARNEGIE PUBLIC LIBRARY  
OF EAST LIVERPOOL, OHIO**

**AND THE**

**GLASS MOLDERS, POTTERY,  
PLASTICS, AND ALLIED WORKERS  
INTERNATIONAL UNION,  
AFL-CIO, CLC, LOCAL #333**

**Effective October 1, 2011  
Through September 30, 2014**

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## PREAMBLE/PURPOSE

This agreement, entered into by the Carnegie Public Library of East Liverpool, Ohio, hereinafter referred to as the "Employer," and the Glass Molders, Pottery, Plastics, and Allied Workers International Union, AFL-CIO, CLC, and on behalf of its Local Union #333 (CL), hereinafter referred to as the "Union" or the "GMP," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

## ARTICLE 1 UNION RECOGNITION

**Section 1.** The Employer recognizes the GMP as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Whenever used in this agreement, the term "bargaining unit" shall be deemed to include those full-time or permanent part-time employees employed in a classification in the appropriate unit as certified by the State Employment Relations Board (SERB) in Case No. 95-REP-01-0012, and any amendments thereto, and as set forth below:

### Classification/Position

Circulation Clerk  
Custodian  
Children's *Coordinator*  
Technical Services *Coordinator*

**Section 2.** All positions and classifications not specifically established herein as certified by the SERB in Case No. 95-REP-01-0012, and any amendments thereto, shall be excluded from said bargaining unit. Notwithstanding Section 1 above, supervisors, management level employees, confidential employees, students, and seasonal and casual employees shall be excluded from the bargaining unit. *Casual employees shall not normally work more than five hundred fifty (550) hours per calendar year.*

**Section 3.** Should a new classification be created, the Employer will notify the Union of such creation along with its position as to whether or not the classification should be included or excluded from the bargaining unit. Upon written request, the parties will meet to discuss the inclusion/exclusion. Should the parties be unable to reach agreement, the Union may petition SERB pursuant to the procedures under 4117 ORC.

**ARTICLE 2**  
**UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as GMP representatives for the purpose of processing grievances under the grievance procedure and overseeing the administration of this agreement shall be known as the Business Committee and/or Chairpersons. The Business Committee and/or Chairpersons shall be limited to no more than two (2) at any one (1) time. The Union will cooperate with the Employer relative to Employer goals to provide quality service to the public.

**Section 2.** No employee shall be recognized by the Employer until the GMP has apprised the Employer, in writing, of that person's selection or appointment.

**Section 3.** The investigation and writing of grievances shall be on non-duty time, except as specifically authorized otherwise by the Director. The Business Committee and/or Chairperson during working hours shall be permitted to conduct legitimate business dealings related to Union/Management matters with the advance approval of the Director. If grievance hearings are scheduled during an employee's regular duty hours, the employee and chairperson shall not suffer any loss of straight time pay while attending the hearing.

**Section 4.** The Union agrees that no official of the GMP, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The GMP further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

Union chairperson(s) shall be granted reasonable time to attend meetings scheduled with management at appropriate steps of the grievance procedure, or labor/management meetings, without loss of regularly scheduled straight time earnings.

The accredited Executive Officer of the Union, after first securing permission from the Director, shall be granted access to the Carnegie Public Library for matters pertaining to grievances or questions concerning the application or interpretation of this agreement.

**ARTICLE 3**  
**BULLETIN BOARD/MEETING ROOM SPACE**

**Section 1.** The Employer agrees to provide bulletin board space for use by the GMP in the employee lounge and at other appropriate locations where bargaining unit employees are regularly assigned to work, as determined by the Employer.

**Section 2.** All notices posted on the bulletin board shall be signed, posted, and removed by an official of the GMP.

**Section 3.** Notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. recreational and social affairs;

- B. notice of GMP meetings;
- C. GMP appointments;
- D. notice of GMP elections;
- E. results of GMP elections;
- F. general GMP business of interest to employees;
- G. correspondence, rulings, or policies of the GMP.

**Section 4.** All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer. Upon the request of the Employer, the GMP shall remove material posted in violation of this article. No Union-related materials of any kind may be posted anywhere in the Employer's facilities except on the designated bulletin board area.

**Section 5.** Meeting room space will be available for use by the Local Union in the same manner as it is made available for public use.

#### **ARTICLE 4** **DUES DEDUCTION**

**Section 1.** During the term of this agreement, the Employer shall deduct regular monthly Union dues, initiation fees, and assessments levied by the GMP from the wages of those employees who have voluntarily signed dues deduction authorization forms.

**Section 2.** The initiation fees, dues, or assessments so deducted shall be in the amounts established by the GMP in accordance with its constitution and bylaws. The GMP shall certify to the Employer the amounts due and owing from those employees included in the bargaining unit, and any changes thereto, at least thirty (30) days in advance of the effective date or date of any change.

**Section 3.** The Employer shall deduct dues, initiation fees, or assessments from each regular pay (twenty-six [26] pays per year) in each calendar month. If an employee has no pay or insufficient pay due on that pay date, such amounts shall be deducted from the next pay, provided sufficient pay is available on that pay date.

**Section 4.** A check in the amount of the total dues withheld from those employees authorizing dues deduction shall be tendered to the International Secretary-Treasurer of the GMP within thirty (30) days from the date of any such deductions. The Employer will furnish the International Secretary Treasurer of the GMP with a list of all employees in the bargaining unit indicating starting date of employment and mailing address. Such list will be furnished annually and will be supplemented by the names of any new employees hired into the bargaining unit. Social Security Numbers (S.S.N.) will also be provided for those employees who have provided their S.S.N. on the dues authorization, or who have signed a separate form authorizing use of the S.S.N.

**Section 5.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this article regarding the deduction of Union dues, fees, or assessments. The GMP hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the GMP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the GMP.

**Section 6.** The parties agree that neither the employees nor the GMP shall have a claim against the Employer for errors in the processing of deductions, unless such claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the GMP dues deduction would normally be made by deducting the proper amount.

**Section 7.** Each eligible employee's written authorization shall be honored for the duration of this agreement, except that the Employer shall be relieved from making such individual "checkoff" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the checkoff authorization; (6) resignation by the employee from the Union; (7) insufficient wages to cover the amount of the deduction.

## **ARTICLE 5** **PROBATIONARY PERIODS**

**Section 1.** Every newly hired (initial) employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first (1<sup>st</sup>) day for which the employee receives compensation from the Employer and continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may be terminated at any time during the initial probationary period (probationary removal) and shall have no appeal over such removal.

**Section 2.** A newly promoted employee will be required to successfully complete a promotional probationary period in order to retain the position. The probationary period for a newly promoted employee shall begin on the date the employee assumes the duties of the new position, and shall continue for a period of one hundred twenty (120) calendar days. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position (probationary reduction). Probationary reduction may occur at any time during the promotional probationary period. An employee in disagreement with a probationary reduction may appeal such action through the grievance procedure contained herein exclusive of Step 3, arbitration. A newly promoted employee may request to return to his former position within the first thirty (30) calendar days of assuming the new position. Such request will be granted provided the former position has not been filled. "Promotion," as used in this article, shall be deemed to include movement from one (1) classification to another classification with a higher rate of pay, as well as movement from one (1) position in a classification to another position within the same classification with distinctly different job duties and responsibilities.

**ARTICLE 6**  
**PLEDGE AGAINST DISCRIMINATION & COERCION**  
**(NON-DISCRIMINATION)**

**Section 1.** The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws and any affirmative action requirements. The parties agree that, insofar as practicable, the provisions of this agreement shall be applied without regard to race, color, religion, national origin, age, disability, *genetic history*, *military status*, or sex, except where a bona fide occupational qualification may exist. Alleged charges of discrimination (statutory right) may be appealed in accordance with the applicable federal and/or state statutes and regulations. Alleged violation of any other contractual provision set forth herein (contractual right) may be appealed in accordance with the grievance procedure contained herein.

**Section 2.** All references to employees in this agreement are intended to designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representative against any employee because of Union membership, participation, or because of any lawful employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this agreement.

**Section 4.** The GMP agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and there shall be no discrimination, interference, restraint, or coercion by the GMP or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities. The Union recognizes its responsibility as sole and exclusive representative and agrees to represent all employees in the bargaining unit. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership. Any Local Union representative found to have violated this section shall be subject to disciplinary action. Nothing herein shall be deemed to preclude the Employer from pursuing further action under the provisions of 4117 ORC.

**ARTICLE 7**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** The Employer and the GMP agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this agreement. The parties further recognize that strikes and/or work stoppages are prohibited during the term of this agreement.

**Section 2.** Neither the GMP, its agents, representatives, or officers, nor any member of the bargaining unit, for the duration of this agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, or other unlawful interference with the normal operations of the Employer.

**Section 3.** The GMP shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no strike/no lockout” provisions herein, as well as those provided by law. In the event of a violation of the “no strike/no lockout” provisions, the GMP shall promptly notify all employees in writing that such strike, work stoppage, or slowdown, or other unlawful interference with normal operations of the Employer (strike) is in violation of this agreement, unlawful, and not sanctioned or approved by the GMP. The GMP shall also advise the employees in writing to return to work immediately.

**Section 4.** The Employer shall not lockout any employees for the duration of this agreement.

**Section 5.** Any employee found to have participated in any strike or strike activity during the term of this agreement shall be subject to discipline, including termination.

**Section 6.** Nothing herein shall be construed to limit or abridge the Employer's right to pursue available remedies provided by law to deal with any unlawful or unauthorized strike activity.

## **ARTICLE 8**

### **LABOR/MANAGEMENT COMMITTEE**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, and normally the second Tuesday of each calendar quarter, the Director and his designee shall meet with not more than two (2) representatives of the bargaining unit to discuss issues of mutual interest. The dates and times of the meetings shall be determined in advance. No bargaining unit member will suffer any loss in regular compensation for attendance at such meetings, if such meetings are scheduled during the employee's regular scheduled work hours.

**Section 2.** Each party shall furnish an agenda to the other party at least five (5) calendar days in advance of the scheduled meeting. The agenda shall include the names of those members attending. The purpose of such meetings shall be to:

- A. discuss grievance(s) which have not been processed beyond the final step of the grievance procedure, when such discussion is mutually agreeable;
- B. disseminate general information of interest to the parties;
- C. discuss ways to increase productivity and improve operational efficiency;
- D. to consider and discuss health and safety matters relating to employees;
- E. discuss the administration of this agreement;
- F. notify the Union of any changes made or to be made by the Employer which affect bargaining unit employees; and

G. provide the Union representatives the opportunity to share the views of their members on topics of interest to both parties.

**Section 3.** It is further agreed that should special meetings be requested and agreed upon, the meetings shall be scheduled as soon as practical.

**ARTICLE 9**  
**CORRECTIVE ACTION**

**Section 1.** No employee shall be disciplined (reduced in pay or position, suspended, or discharged) except for just cause. This provision shall not be construed to apply to initial probationary employees.

**Section 2.** Levels of discipline/corrective action are: (a) instruction and cautioning (documented verbal warning); (b) written reprimand; (c) suspension without pay; (d) demotion; (e) discharge. Except in cases of serious or gross misconduct, discipline will normally be applied in a corrective and progressive manner.

**Section 3.** In determining the level of discipline to be applied, the Employer will take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 4.** Whenever the Employer and/or his designee determines that there may be cause for discipline which may result in loss of pay or position, a predisciplinary conference will be held to provide the employee an opportunity to offer an explanation of the alleged misconduct. The employee will be entitled to have a Union representative present at the conference. If an employee chooses not to have Union representation, he will indicate such election in writing and forward a copy of such election to the Local Union Representative. The Employer will advise the employee of the date and time of the hearing. The employee may waive the opportunity for a hearing, and will be considered to have waived such opportunity if he fails or refuses to attend the scheduled hearing.

**Section 5.** Following the conference, any employee receiving notice of suspension, demotion, or discharge, may initiate an appeal at Step 2 of the grievance procedure. Appealable disciplinary action must be filed within five (5) calendar days of receipt of the notice of suspension or discharge.

**Section 6.** Records of disciplinary/corrective action shall cease to be considered for future disciplinary matters in accordance with the following schedule, provided there are no intervening disciplinary action(s) during that time period:

Oral Warnings	Twelve (12) Months
Written Reprimands	Eighteen (18) Months
Suspensions Or Demotions	Twenty-four (24) Months

**Section 7.** Disciplinary/corrective action shall be carried out in a private and businesslike manner.

**Section 8.** Upon request, an employee shall be given reasonable opportunity to review his personnel record, excluding any confidential records as defined by law. Such review shall be scheduled by the Director to minimize any disruption to normal operations, and shall be in the presence of the Director/designee. Personnel files shall be maintained in a confidential manner to the extent allowable by law.

## **ARTICLE 10** **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or misapplication of the express provisions of this agreement.

**Section 2.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management's answer at the last completed step. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure in accordance with the time limits set forth herein. The Union may withdraw a grievance at any time by notifying management in writing.

**Section 3.** The written grievance shall be submitted on the grievance form attached herein as Appendix A, and shall contain the following information pertinent to the grievance:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. date of incident giving rise to the grievance;
4. date grievance was filed in writing at Step 1;
5. a statement as to the specific article(s) and section(s) of the agreement violated;
6. a brief statement of the facts involved in the grievance; and
7. the remedy requested to resolve the grievance.

Either party may amend a pending grievance or response at any time prior to a request for arbitration.

**Section 4.** The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays, or designated holidays.

**Section 5.** When a grievance arises, the following procedure shall be observed:

**Step 1 – Assistant Director:** The employee and/or the Union chairperson shall present the grievance in writing to the Assistant Director/designee within five (5) working days of the facts or event giving rise to the grievance. The Assistant Director shall meet with the chairperson and the employee within five (5) working days of receipt of the grievance. Within five (5) working days of the Step 1 meeting, the *Assistant* Director shall give an answer in writing to the chairperson and the employee.

**Step 2:** If the grievance is not satisfactorily settled at Step 1, it may be presented to the Director within five (5) working days after receipt of the Step 1 answer. Within thirty (30) calendar days of the receipt of the grievance at Step 2, the Director/designee shall meet with the GMP representative and the employee to hear the grievance. Within ten (10) working days after the Step 2 meeting, the Director/designee shall give a written answer to the GMP representative and the employee.

**Step 3 - Arbitration:** If the grievance is not satisfactorily settled in Step 2, the GMP may submit the grievance to arbitration by submitting notice to the Employer within fifteen (15) calendar days of the receipt of the written answer at Step 2, inclusive of a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the list of nine (9) arbitrators, the parties shall confer and select an arbitrator within ten (10) working days from the date the list is received. Prior to striking any list, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may reject up to two (2) lists. The parties shall use the alternate strike method from the list of arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing, on the grounds that the grievance is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator is whether or not the grievance is arbitrable. Unless mutually agreed otherwise, the arbitrator shall first rule on the issue of arbitrability, prior to conducting a hearing on the merits. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The arbitrator shall be requested to hold the arbitration hearing promptly and to issue his decision within thirty (30) calendar days of the close of the proceeding. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no power or authority to make any award requiring the commission of an act prohibited by law, or to make any award that itself is contrary to law, or violate any of the terms of this agreement. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator

shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance.

The decision of the arbitrator shall be final and binding. All costs directly related to the services of the arbitrator shall be split equally between the parties.

Expenses of any witnesses shall be borne by the party calling the witness. Advance written notice to the Employer by the Union of employees they intend to call as witnesses shall be sufficient, and subpoenas shall not be required by the Employer. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

The employee may have one (1) employee Union representative accompany him in Step 3, in addition to any non-employee GMP official. Employee representatives and grievants will lose no straight time pay as a result of meetings with the Employer or arbitrator at any step of the grievance procedure, if meetings are scheduled during the employee's normal working hours.

**Section 6.** The Union shall have the right to be present at any grievance meeting or adjustment, and/or shall receive a copy of any written adjustment or response.

## **ARTICLE 11** **SENIORITY**

**Section 1.** For all employees, seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of service lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. Part-time employees shall have seniority computed in the same manner as full-time employees.

**Section 2.** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 3.** Employees laid off shall retain their seniority for a period of one (1) year from the date of layoff.

**Section 4. Reinstatement.** Any employee who terminates employment after having worked in excess of one (1) year, and who is rehired by the Employer within one (1) year of the date of termination, shall be credited with his prior service for purposes of seniority after the completion of one (1) year of continuous service after the date of rehire.

**ARTICLE 12**  
**LAYOFF AND RECALL**

**Section 1.** Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, the Employer shall notify affected employees in writing at least seven (7) working days in advance of the effective date of the layoff. Upon written request from the GMP, the Employer will meet and discuss the impact of the layoff on bargaining unit employees.

**Section 2.** The Employer shall determine the classifications/positions, employment status, and number of employees to be affected by any layoff.

**Section 3.** Any employee receiving notice of layoff shall have five (5) working days following receipt of notice in which to exercise his right to displace ("bump") a less senior employee in the same classification, in a lower classification within the bargaining unit, or within a classification the employee held prior to the classification from which the employee was laid off. The more senior employee must meet the minimum qualifications for the classification and must be presently qualified to perform the full duties and responsibilities of the applicable classification without further training, as determined by the Employer. "Without further training," as used herein, shall not be construed to include a reasonable orientation period of two (2) weeks or less. Lower classification shall mean a classification with a lower base rate of pay. In accordance with the provisions herein, a laid off full-time employee may also exercise his right to displace (bump) a part-time employee within the same classification, or within a lower classification provided the laid off employee is presently qualified to perform the full duties and responsibilities of the classification without further training as determined by the Employer.

**Section 4.** Employees who are laid off will be placed on a recall list for a period of one (1) year from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled. Employees shall be given ten (10) calendar days advanced notice of recall and such notice shall be sent by certified mail to the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

**ARTICLE 13**  
**VACANCIES AND JOB POSTINGS**

**Section 1.** Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted for a period of three (3) consecutive working days. Job vacancy notices will be posted at all Library locations where bargaining unit employees are regularly assigned to work. During the posting period, internal (bargaining unit) and external applicants wishing to apply for the vacant position may do so by submitting written application, to the Director. Postings shall contain a summary of the job duties, the minimum qualifications, the department, the base wage and pay range, and the date of the posting and the final application date. The Employer shall not be obligated to consider any applications submitted after the posting deadline nor any internal or external applicants who do not meet the minimum qualifications for the position.

Qualified applicants will be considered based upon the following criteria: knowledge, skills, abilities, education, experience, job performance, work record, and other job related criteria. If qualified applicants are not available and the Employer determines to waive any or all of the applicable minimum qualifications, such waiver shall be applied to internal applicants prior to considering any external applicants.

**Section 2.** The position will be awarded to the best qualified applicant in consideration of the applicable job related criteria. If two (2) or more applicants are considered substantially equal in relation to the job related criteria, the position will be awarded to the most senior bargaining unit employee, as applicable.

**Section 3.** The Employer will post a notice of any selection made.

#### **ARTICLE 14** **LEAVE OF ABSENCE WITHOUT PAY**

**Section 1.** Non-probationary (initial) employees may request a leave of absence without pay for a period not to exceed ninety (90) calendar days. All leaves of absence without pay must be applied for in writing to the Director, on forms supplied by the Employer, at least thirty (30) working days prior to the proposed commencement of the leave. The Employer may waive the notice requirement in cases of serious or unusual circumstances. The request shall contain the reason for the leave. Notification of the approval or denial of a requested leave shall be given to the employee in writing within ten (10) calendar days after the submission of the request.

**Section 2.** An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Employer.

**Section 3.** An employee who is on approved leave of absence as provided herein shall accumulate seniority during the entire period, and upon returning to work shall be assigned to his same classification and rate of pay. If his former classification no longer exists, he may exercise any bumping rights under Article 13, Layoff and Recall. The Library will continue the Employer contribution toward health coverage for the calendar month in which an unpaid leave of absence commences and for one (1) additional calendar month. The employee must submit any employee contribution by the 10<sup>th</sup> of the applicable month in order to continue coverage.

**Section 4.** No employee shall accept other employment during a leave of absence granted under this article. If the Employer reasonably believes the employee is not using the leave for the purpose for which it was requested, the Employer may cancel the leave and order the employee to return to work. Subsequent failure to return to work shall cause the employee to be absent without leave and subject to discharge.

#### **ARTICLE 15** **HOURS OF WORK/OVERTIME**

**Section 1.** This article is intended to define the normal hours of work per work period. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work

day or work period for the purpose of promoting efficiency or improving services; or from establishing the work schedules of employees, except as may be specifically limited by this article. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

## Section 2.

- A. The normal work hours per week for all full-time employees covered by the terms of this agreement shall be thirty-five (35) hours, exclusive of a one (1) hour unpaid meal period, but shall include one (1), fifteen (15) minute break. The scheduled work week shall therefore consist of forty (40) hours, inclusive of the unpaid meal period. The work period shall commence at 0001 hours Sunday and conclude at 2400 hours the following Saturday.

Part-time employees are employees who are regularly scheduled to work at least fifteen (15) hours per week but less than thirty-five (35) hours per week. Part-time employees scheduled four (4) hours or more on a work day shall receive one (1) fifteen (15) minute break. Part-time employees scheduled for a full work day, eight (8) consecutive hours, shall receive a one (1) hour unpaid meal period within the eight (8) hour period. Part-time employees scheduled five (5) hours or more per day, but less than eight (8) consecutive hours, may be scheduled or request to be scheduled for a one (1) hour unpaid meal period.

- B. The Employer may establish forty (40) hour work week schedules, exclusive of time allotted for meal periods. However, full-time employees hired prior to June 1, 1996, will not have their regularly scheduled hours (excluding Sunday work as applicable) permanently and involuntarily adjusted above the thirty-five (35) hour work week.

Section 3. The Employer shall be the sole judge of the necessity for overtime or excess hours. When an employee is required by the Employer to work in excess of thirty-five (35) hours, up to and including forty (40) hours, he shall be compensated at straight time for each such hour worked. When an employee is required to work in excess of forty (40) hours of actual work in a work period, he shall be entitled to overtime compensation at one and one-half (1 1/2) times the employee's regular hourly rate of pay, or have the option of taking compensatory time off at the rate of one and one-half (1 1/2) times the hours worked.

Notwithstanding the above, accrued compensatory time shall not exceed thirty-five (35) hours at any one time. Compensatory time must be used within the calendar year it was earned, or it shall be paid in the pay which includes December 31. Compensatory time must be scheduled in advance at the request of the employee and only with the approval of the Director/designee.

For purposes of the computation of overtime, holiday leave as provided in this agreement shall be counted as hours worked.

Overtime or excess hours shall first be offered to qualified employees in the applicable classification(s). If sufficient volunteers do not accept the overtime or excess hours, the overtime/excess hours will be *offered to casual/student employees, then if necessary*, assigned to the least senior part-time employee(s) in the applicable classification(s), and then to full-time employees.

Involuntary overtime/excess hours assignments will then be rotated based upon inverse order of seniority as applicable.

**Section 4.** An employee working in a non-public service area may request flex-time scheduling, subject to advance approval of the Director and supervisor, based upon operational needs and staffing levels. The Employer will attempt to provide fourteen (14) calendar days notice of any changes to prior approved flex-time scheduling.

**Section 5.** Each employee will be responsible for submitting a time sheet/time card to the Employer, and such time sheets shall include all regular hours worked, sick time, holiday, vacation, and overtime hours. Request for leave forms shall also be completed as required by the Employer. The Director/designee shall notify the employee of the approval/denial within seven (7) working days of receipt of the form, excluding preferred vacation requests described in Article 18.2 (A). Preferred vacation requests will be acted upon within seven (7) working days of *February* 1 within the applicable year. Failure to timely complete and submit leave request forms and/or time sheets/time cards may result in denial of leave and/or delayed pay.

**Section 6.** Any employee scheduled and available to work on a day the library is subsequently closed or closes early due to inclement weather or emergency as declared by the Employer shall not suffer any loss of straight time pay for regularly scheduled hours. Any employee who works or continues to work once such a closure has occurred is not entitled to any additional or premium compensation.

During the winter months, should Columbiana County be under a winter storm warning as declared by the National Weather Service where the Library remains open, an employee unable to get to work because of the weather may request vacation time or personal leave to cover the absence. The Director/designee reserves the right to question the need for such absence, and if a question as to the inability to report to work remains, the leave request may be denied. Vacation or personal leave may also be requested and approved for other occasions of inclement weather at the discretion of the Director/designee.

## **ARTICLE 16** **HOLIDAYS/PERSONAL DAYS**

### **Section 1.**

A. The following ten (10) days are designated holidays for full-time employees:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February (Observed Day)
Memorial Day	July 4 <sup>th</sup>
Independence Day	1st Monday in September (Observed Day)
Labor Day	4 <sup>th</sup> Thursday in November
Veterans' Day	December 24 <sup>th</sup>
Thanksgiving Day	
Christmas Eve	

Christmas Day  
Bonus Holiday

December 25<sup>th</sup>  
(One [1] day)

- B. The Library will close at 5:00 p.m. the Day before Thanksgiving and New Year's Eve.
- C. The bonus holiday is available to eligible full-time and part-time employees hired on or before March 1 of the applicable calendar year.
- D. The bonus holiday shall normally be requested at least fifteen (15) calendar days in advance of the desired date, and shall be utilized prior to *December 1* of the applicable calendar year or be forfeited.

Exceptions to the advance notice requirement may be waived at the discretion of the Director/designee after discussion with the affected employee. Messages and voice mails do not constitute "discussion." Requests will be approved or denied based upon operational and staffing need.

The bonus holiday is to be used as a full work day.

**Section 2.** An employee must work or be in active pay status, excluding sick leave, the scheduled day before and the scheduled day after the holiday in order to be eligible for holiday pay.

**Section 3.**

- A. Eligible full-time employees shall receive their regular rate of pay for regularly scheduled hours on each of the designated holidays, as applicable. If a holiday falls on a full-time employee's regularly scheduled day off, such employee may float the holiday and take it off on another day, not later than one hundred twenty (120) calendar days following the date on which the holiday occurred. Requests to use a "bonus" holiday are subject to the advance approval of the Director/designee. The bonus holiday shall be scheduled in the same manner as a vacation day as set forth in Article 18. If arrangements cannot be made to float the holiday, the holiday hours shall be paid at straight time.
- B. Part-time employees are entitled to holiday pay only for those holidays and actual hours which they would have otherwise been scheduled to work, absent the occurrence of the holiday.
- C. Any employee leaving the service of the Employer prior to the end of the calendar year shall not be eligible for holiday pay for any remaining holidays.

**Section 4.** In the event the Employer finds it necessary to schedule employees on a holiday, employees shall be entitled to straight time holiday pay for their regularly scheduled hours in addition to straight time pay for actual hours worked, or may take the holiday off on another day, within the applicable period, as approved by the Director. Upon written request of the employee and approval of the Director, such holiday pay may be converted to a floating holiday to be utilized, as approved, within the one hundred twenty (120) calendar days time period immediately following the worked holiday.

**Section 5.** Each non-probationary (initial) full-time employee shall be entitled to up to three (3) personal days (e.g., twenty-one [21] hours for thirty-five [35] hour per week employees) with pay per calendar year. Upon successful completion of their probationary period, initial probationary employees shall be eligible for one (1) personal day for each full four (4) months remaining in the calendar year. Personal leave is available only for the conduct of personal business which cannot reasonably be conducted outside of the regularly scheduled work day.

Requests for the use of personal leave shall normally be submitted in writing at least five (5) work days in advance (except in cases of emergency or urgent circumstances), and are subject to approval by the Director/designee based upon operational needs and staffing requirements. Personal leave must be used prior to *December 1* of the applicable calendar year or be forfeited.

**Section 6.** Requests for use of personal leave by full-time and part-time employees shall be in one (1) hour increments up to a full work day.

**Section 7.** Part-time employees shall be granted personal leave on a pro-rated basis consistent with their regular scheduled hours per week (e.g., regular scheduled hours per week divided by five [5] and then multiplied by three [3]).

## **ARTICLE 17** **VACATION**

**Section 1.** Full-time employees are entitled to vacation with pay based upon length of continuous service as follows:

A. Professional Staff (Reference Librarian, Children's Librarian, Head of Technical Services)

<u>Completed Service</u>	<u>Maximum Vacation Days/Hours</u>
One (1) year but less than five (5) years	Ten (10) days (.0385/hour) 80 hours
Five (5) years	Fifteen (15) days (.0577/hour) 120 hours
Ten (10) years	Twenty (20) days (.0769/hour) 160 hours

B. Non-Professional Staff

<u>Completed Service</u>	<u>Maximum Vacation Days</u>
One (1) year but less than five (5) years	Five (5) days (.0192/hour) 40 hours

Five (5) years but less than ten (10) years	Ten (10) days (.0385/hour) 80 hours
Ten (10) years	Fifteen (15) days (.0577/hour) 120 hours
Fifteen (15) years and up	Twenty (20) days (.0769/hour) 160 hours

- C. Part-time employees shall be entitled to vacation with pay based upon length of continuous service as follows:

<u>Completed Service</u>	<u>Maximum Hours</u>	<u>Accrual Rate</u>
One (1) year	Thirty-five (35)	.0192/hr

Vacation accrues based upon hours in active pay status, up to the maximum amounts. "Active pay status," for purposes of this article, shall mean actual hours worked, holiday time, paid sick leave, paid personal leave, vacation leave, and compensatory time.

## Section 2.

- A. Preferred vacation requests, by seniority, must be submitted by *February 1* of the applicable calendar year. In the event two (2) or more employees request the same dates for preferred vacation, and operational needs and staffing requirements preclude the granting of all requests, the requesting employee(s) with the most seniority will be approved. Preferred requests that are denied may be resubmitted for reconsideration thirty (30) calendar days in advance of the time period in question, in accordance with subsection B. herein.

Requests submitted after *February 1* will be approved on a first-come, first-served basis.

- B. Vacation requests, other than preferred requests, shall normally be submitted at least fifteen (15) calendar days in advance of the date(s) being requested. Exceptions to the advance notice requirements may be waived at the discretion of the Director/designee, after discussion with the affected employee. Messages and voice mails do not constitute "discussion." Requests will be approved or denied based upon operational and staffing needs.

**Section 3.** Accrued vacation will be credited in January of each year based upon hours in active pay status the previous year for use in the following twelve (12) month period (year). However, any employee with less than one (1) year of service will not be credited with vacation until successful completion of one (1) year of service. Additionally, an employee moving from one (1) level of accrual to another (e.g., five [5] years to ten [10] years) will be credited with the additional vacation time, based upon hours worked in the prior calendar year, following the employee's anniversary date. An employee may carry over up to thirty-five (35) hours of vacation, into the following year, only with the written approval of the Director. Requests to carry over vacation must be submitted not later than December 30 of the applicable year. Upon separation from service, an employee is entitled to all

accrued and credited vacation, except that no payment will be made for any employee with less than one (1) year of service.

**Section 4.** Employees accrue vacation based upon hours worked in the prior twelve (12) month period (calendar year). A change in employment resulting in an increase or decrease in work hours shall not affect vacation time credited for the prior twelve (12) month period.

**Section 5.** Vacation must be utilized in a minimum increment of one (1) hour, and in one-half (1/2) hour increments thereafter.

## **ARTICLE 18** **SICK LEAVE**

**Section 1.** Each employee *hired on or after October 1, 2011*, shall earn .03875 hours of sick leave per regular hour in active pay status. Sick leave accumulation shall not exceed *seventy and one-half (70.5)* hours per year, nor a total of *five hundred sixty-four (564)* hours. Each employee *hired prior to October 1, 2011*, shall earn .0577 hours of sick leave per regular hour in active pay status. Sick leave accumulation shall not exceed one hundred five (105) hours per year, nor a total of eight hundred forty (840) hours.

**Section 2. Expiration Of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a leave of absence without pay provided unused vacation and/or personal leave has been exhausted in accordance with the appropriate provisions of this agreement.

**Section 3. Charging Of Sick Leave.** Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work period earnings.

**Section 4. Uses Of Sick Leave.**

- A. Sick leave may be requested by an employee only for the following reasons:
1. illness or injury of the employee;
  2. illness or injury of a member of his immediate family (spouse, child, parent) where the employee's presence is reasonably necessary;
  3. medical, dental, or optical examination or treatment of the employee or immediate family member which cannot be scheduled during non-working hours;
  4. if a member of the immediate family residing with the employee is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and,

5. pregnancy and/or childbirth and other conditions related thereto of the employee or the employee's spouse, and one (1) day for the birth of a grandchild.

B. An employee may utilize accrued sick leave for up to five (5) occurrences of absence, where the absence is the result of a "call-off" on the day of the absence (same day sick [SDS]). Once five (5) occurrences have been reached within a calendar year, accrued sick leave shall be available only for absences of three (3) consecutive work days or more or for pre-scheduled absence (e.g., medical, dental, or optical appointments which cannot be scheduled during non-work hours).

Same day sick leave or call-offs requesting sick leave on the same day of the absence shall not be approved on days of inclement weather.

**Section 5. Notification By The Employee.** When an employee is unable to work, he will notify the immediate supervisor or administrative office, as soon as possible, but no later than one-half (1/2) hour prior to the start of the work day on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

**Section 6. Physician Statement.** The employee may be required to furnish a statement from a licensed physician, notifying the Employer that the employee was unable to perform the employee's duties for absences of three (3) consecutive work days or more. Whenever the Employer suspects abuse or excessive use of sick leave, he may require proof of illness in the form of a physician's statement of disability or other proof satisfactory to the Employer to approve the use of sick leave. Excessive, abusive, and/or patterned use of sick leave shall also be just cause for discipline.

**Section 7.** An employee who has completed ten (10) or more years of service with the Employer at the time of retirement from the Employer may elect to be paid cash for twenty-five percent (25%) of the value of his earned, but unused, sick leave credit, not to exceed a maximum of two hundred ten (210) hours. Such payment shall be based on the employee's rate of pay at the time of separation. "Retirement," as used in this section, shall mean retirement from a full-time position with the Employer under the terms and conditions of the Public Employee Retirement System (PERS).

## **ARTICLE 19** **FUNERAL LEAVE**

**Section 1.** Up to three (3) days funeral leave with pay shall be granted to the employee upon the death of a member of the employee's immediate family. Funeral leave days must be taken within the seven (7) calendar day period following the date of death and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, any consecutive work days will be scheduled with the approval of the Employer.

**Section 2.** For the purposes of this article, immediate family shall be defined to include the following: mother, father, spouse, child (to include stepchild), brother, sister, loco parentis, father-in-

law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

## **ARTICLE 20** **JURY DUTY/CIVIL LEAVE**

**Section 1.** The Employer shall grant jury duty leave, with pay, to any employee who is summoned for jury duty by a court of competent jurisdiction. Compensation by the Employer shall only be for regularly scheduled work hours. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted pursuant to this article shall commence on the date of appearance on the summons. Employees shall notify the Employer immediately upon completion of the jury duty obligation.

**Section 2.** On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided two (2) hours or more remains in the shift.

**Section 3.** Any employee who is appearing in court as a result of being a party to an action, either criminal or civil, may charge such time to vacation, compensatory time, personal leave, or leave without pay providing prior approval is obtained from the Director.

## **ARTICLE 21** **EXPENSE REIMBURSEMENT**

**Section 1.** Any employee attending a required or prior approved work related convention, conference, or meeting (hereinafter referred to as "conference") shall be reimbursed for all reasonable and related expenses in accordance with the provisions set forth herein.

**Section 2.** Prior to attending any conference, the employee must submit a request form along with an estimate of the specific expenses involved. Approval shall be at the discretion of the Director/*designee* and shall be subject to an availability of funds and the relevance/ benefit of the conference.

**Section 3.** The actual costs of lodging, turnpike tolls, parking, and registration fees will be reimbursed provided *prior authorization and/or approval has been granted and* actual receipts/documentation are submitted for each expense. Meal costs shall be reimbursed at actual cost as verified by receipts, except that the per diem cost shall not exceed fifty dollars (\$50.00). The Employer shall reserve the right to question the reasonableness of an expense, and may reject the actual cost if determined to be excessive and pay only the prior approved estimated expense.

**Section 4.** An employee who has been authorized by the Employer, *in advance*, to travel (by use of a personal vehicle) in the course of conducting approved library business shall be reimbursed mileage at the Internal Revenue Service (IRS) rate. Such payment is considered total reimbursement for all vehicle related expenses (e.g., gas, oil, depreciation, insurance, etc.).

**Section 5.** An employee shall not suffer any straight time loss of pay, for regularly scheduled work hours, as the result of attending any required or prior approved conference.

**Section 6.** Reimbursement requests are to be submitted as soon as possible following the date that the expense is incurred, and in no event later than thirty (30) calendar days following the date of the expense. Reimbursement will occur within thirty (30) calendar days of submission of a timely and proper reimbursement request.

## **ARTICLE 22** **P.E.R.S.**

**Section 1.** The Employer shall continue to make the required Employer contribution to PERS as required by the Public Employees Retirement System (PERS) and the Ohio Revised Code.

**Section 2.** The Employer shall continue to pay the employee's share of PERS through the salary reduction method, including the increases projected through 2008, up to a maximum of ten percent (10%) *through the first pay period of October 2011. Effective with the second pay period in October 2011, employees shall resume responsibility for the employee required contribution to PERS.*

**Section 3.** *Consistent with applicable rules and regulation of the Public Employee Retirement System (P.E.R.S.), an employee may request to retire under P.E.R.S. and be rehired into the same classification and/or position from which he/she is retiring. A bargaining unit employee wishing to retire and be rehired shall submit a request in writing to the Director with a copy to the Local Union Chairperson at least one hundred twenty (120) calendar days in advance of the anticipated date of retirement.*

*The Director shall consider such requests on a case-by-case basis in consideration of operational needs, functions of the position, organizational structure, the overall budget, economy and efficiency, and the director has the sole discretion to re-employ or not re-employ the retiring employee.*

*If the retiring employee is to be rehired into the same position with the same number of weekly work hours or into a modified position with a reduced weekly work hours, there is no requirement to post the position as a vacancy under the provisions of Article 14, Vacancies and Job Postings. The Director shall have the option to re-employ the employee at a rate of pay between the minimum and maximum rate of pay for the classification. If the Employer determines it appropriate to offer a rehire at a lesser rate of pay than the affected employee was making immediately prior to retirement, the Director shall meet with the affected employee and the Local Union Chairperson to make the offer of reemployment. The parties may discuss offers and counter offers and if no agreement is reached there shall be no reemployment.*

*This provision shall apply only where retirement and rehire is allowed under Ohio Law and the Rules and Regulations of P.E.R.S. and shall be applied to be consistent with such provisions.*

**ARTICLE 23**  
**MANAGEMENT RIGHTS**

**Section 1.** Except to the extent expressly modified herein, the Union recognizes those rights that are established as inherent management rights, including but not limited to, the following:

1. Determine matters of inherent managerial policy which include, but not are limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Library;
4. Determine the overall methods, process, means, or personnel by which Library operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer;
9. Effectively manage the work force;
10. Take actions to carry out the mission of the public employer.

**Section 2.** The Union recognizes and accepts that all rights, responsibilities, and discretion of the Employer not expressly restricted or modified herein shall remain the function and prerogative of the Employer.

**ARTICLE 24**  
**WORK RULES/PROCEDURES**

**Section 1.** The GMP recognizes that the Employer, in order to carry out its statutory mandates and goals, and to effectively manage the work force, has the right to promulgate reasonable work rules, policies, and procedures (work rules) to regulate the conduct of employees and the conduct of the Employer's services and programs. Work rules established or modified by the Employer shall not violate the express terms of this agreement.

**Section 2.** The Employer agrees that, to the extent that work rules have been or become reduced to writing, each employee shall have access to them for the duration of this agreement. One (1) copy of newly established work rules or amendments to existing work rules will also be furnished to the Local Union Officer. Upon request, the Employer will meet with representatives of the GMP to discuss the

effects of such rules/amendments. Should any work rule conflict with a specific express provision(s) of this agreement, such rule shall be invalid to the extent of such conflict.

## **ARTICLE 25** **AGREEMENT**

**Section 1.** This document represents the full negotiated agreement between the Employer and the Union. All matters or issues not specifically set forth in the express provisions herein remain reserved to the Employer for the duration of this agreement.

**Section 2.** Notwithstanding the provisions above, nothing herein shall preclude the parties from mutually agreeing to amend or modify the terms of this agreement, provided any such agreement is reduced to writing and signed by both parties.

## **ARTICLE 26** **TEMPORARY ASSIGNMENTS**

**Section 1.** If an employee is temporarily assigned the full duties and responsibilities of a higher classification within the bargaining unit or any other position within the Library, excluding the Director, for five (5) consecutive work days or more, he shall receive the higher of the two (2) rates between his regular rate of pay and the base rate of the higher classification for all such hours worked. The temporary assignments will be made in writing by the Director.

**Section 2.** If an employee is temporarily assigned the duties and responsibilities of a lower classification, he shall continue to receive his regular rate of pay.

## **ARTICLE 27** **UNION LEAVE**

**Section 1.** At the request of the Union, a leave of absence without pay (not to exceed a cumulative total of ten [10] working days per calendar year) shall be granted to employees who have completed their probationary period and who are selected to attend Union conventions or conferences. Such leave must be requested at least fourteen (14) calendar days in advance of the date(s) being requested. No more than two (2) employees will be approved for leave at any time.

**Section 2.** Notwithstanding the provisions in Section 1, should the granting of such leave create an operational hardship on the Employer, the leave may be denied.

## **ARTICLE 28** **SEVERABILITY**

**Section 1.** This agreement is subject to all applicable federal and state laws, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

**Section 2.** Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the Union will, at the written request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

**ARTICLE 29**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the Carnegie Public Library Board, such as acts of God or civil disorder, the following conditions of this agreement may automatically be suspended at the discretion of the Employer:

1. time limits for management replies on grievances or Union submissions of grievances.
2. any or all agreements and practices relating to the assignment and scheduling of employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

**ARTICLE 30**  
**HEALTH COVERAGE**

**Section 1.** The Employer agrees to provide bargaining unit employees health plan coverage. Such coverage may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage, but the Employer shall make the final determination if a consensus is not reached.

**Section 2.**

- A. The Employer agrees to pay the premium/contribution costs for health plan coverage for each eligible full-time employee enrolled in the health plan offered by the Employer up to the maximum amounts listed below:

**Effective Date**

10/1/13

**Monthly Maximum Amount**

*85% of single coverage*

**Section 3.** Full-time employees and part-time employees, hired on or before September 1, 2002, and regularly scheduled to work twenty-five (25) hours or more per week, and, may elect to enroll in the health care plan, single, employee spouse, or family coverage, and shall be responsible for all costs in excess of the maximums set forth in Section 2 above.

*Notwithstanding the above, the Employer agrees to pay sixty-five percent (65%) of single coverage for any part-time employee working at least twenty (20) hours per week and hired prior to October 1, 2011.*

**Section 4.** Employee participation costs, as may be applicable, shall be made through payroll deduction. Each participating employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage.

**Section 5.** The Employer will continue to provide life insurance coverage for each full-time employee through a group plan, at no cost to employees. The benefit amount payable under such coverage shall be maintained at twenty thousand dollars (\$20,000).

**ARTICLE 31**  
**WAGES**

**Section 1.** The rates of pay for bargaining unit employees shall be as follows:

<u>Classification/Status</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Range 3 Coordinator</u>		
Technical Services	\$11.45	\$21.25
<i>Coordinator</i>		
FT/Professional		
Children's <i>Coordinator</i>		
FT/Professional		
<u>Range 2</u>		
Custodian	\$9.00	\$14.20
<u>Range 1 - Circulation Clerk FT/PT</u>	Minimum Wage	\$12.80

**Section 2.** Newly hired employees will be compensated for the applicable classification, in accordance with the pay schedule set forth above and in consideration of market conditions, qualifications, and/or experience. The Director, with the approval of the Board, may place new employees at a rate of pay higher than the minimum. Commencing with the *second* full pay period of October 2011, all bargaining unit employees shall be afforded a *thirty cents (\$.30) per hour* wage increase. *Commencing with the first full pay period of October 2012, all bargaining unit employees shall be afforded a twenty cents (\$.20) per hour wage increase, not to exceed the maximum.*

**Section-3.** Employees who are selected for a promotion (movement to a classification with a higher minimum rate of pay) shall be placed at the minimum rate for the applicable pay range or a rate which affords a three percent (3%) increase, whichever is greater.

**Section 4.** An employee who is demoted or reduced shall be compensated based upon a six percent (6%) decrease, not to fall below the minimum rate for the applicable classification nor to exceed the maximum. This provision shall not apply to promotional probationary reductions, wherein an affected employee will revert to the pay rate held immediately prior to promotion.

**Section 5.** Employees who move or are transferred to a classification with the same minimum rate of pay shall continue to receive their existing rate of pay at the time of transfer.

**Section 6.** Any employee holding a classification which requires a master's degree in Library Science (M.L.S.) shall, upon the successful completion of the initial probationary period, be entitled to an educational incentive of fifty cents (\$.50) per hour.

## **ARTICLE 32**

### **DURATION OF AGREEMENT**

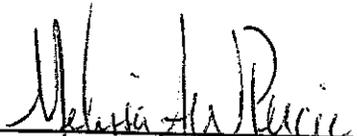
**Section 1.** This agreement shall be effective October 1, 2011, and shall remain in full force and effect through September 30, 2014.

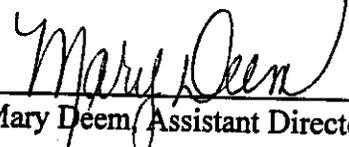
**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall attempt to commence negotiations within two (2) calendar weeks upon receiving notice of intent.

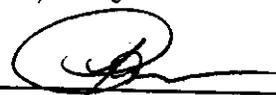
**SIGNATURE PAGE**

In witness whereof, the parties hereto have caused this agreement to be executed on this 7<sup>th</sup> day of December, 2011.

**For Carnegie Public Library**

  
\_\_\_\_\_  
Melissa A.W. Percic, Director

  
\_\_\_\_\_  
Mary Deem, Assistant Director

  
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Sandy Conley, Consultant

**For The Glass Molders, Pottery, Plastics,  
And Allied Workers International  
Union, AFL-CIO, CLC, Local #333**

  
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## SIDE LETTER OF AGREEMENT #1

The Carnegie Public Library, "Employer," and the Glass Molders, Pottery, Plastics, and Allied Workers International Union, AFL-CIO, CLC, Local Union #333, "GMP," do hereby agree to the following with regard to Sunday work:

1. All bargaining unit employees, except custodians, may be required to work Sunday schedules as determined by the Employer based upon operational needs and staffing level requirements. All public service bargaining unit employees shall be required to work Sunday schedules either as part of regularly scheduled hours or additional hours as determined by the Employer.
2. Sunday hours shall normally commence the Sunday following Labor Day and terminate the Sunday prior to Memorial Day each calendar year, except as otherwise specified in writing by the Director. Further, the Director, with the approval of the Board, may close on specific Saturdays and Sundays not otherwise set forth herein, as deemed appropriate.
3. Sunday work shall not be scheduled on Easter, Mother's Day, the Sunday after Thanksgiving, or the Sunday after Christmas. The Employer will determine the number of full-time and part-time employees necessary, and will make the final determination as to the scheduling of employees, taking into consideration preferences and operational needs and staffing requirements.
4. Employees hired prior to January 1, 2000, and working a Sunday schedule of up to five (5) hours shall be compensated as follows:
  - A. Full-time employees shall be entitled to compensation in the form of a full day off with pay. Such day will usually be the following Friday, unless the following Friday is a regularly scheduled day off, a recognized holiday, or scheduling requirements dictate otherwise. Such full-time employees may opt for pay instead of compensatory time, and when such option is selected will be compensated at the rate of time and one-half (1 1/2) for each hour worked.
  - B. Part-time employees shall receive premium compensation at time and one-half (1 1/2) for Sunday work.
  - C. Employees hired prior to January 1, 2000, may have Sunday hours scheduled as part of the regular work week or in excess of the regular work week as determined by the Director.

**MEMORANDUM OF UNDERSTANDING**  
**(Continued)**

- D. An employee scheduled for Sunday work as part of the regular work week who reports off sick shall be charged with sick leave for all such hours scheduled.
  - E. Part-time employees hired on or after January 1, 2000, shall receive straight time pay for Sunday work hours and such hours shall be part of their normal scheduled work week.
5. Notwithstanding the provisions herein, the Employer reserves the right to determine work schedules. Additionally, the Employer reserves the right to discontinue or modify the provision of Sunday work provided such modification does not violate the express provisions of this side letter or the collective bargaining agreement.

This side letter of agreement shall be effective October 1, *2011*, and terminate September 30, *2014*.

**FOR THE EMPLOYER**

s/ Sandy Conley

**FOR THE UNION**

s/ Richard Baumcratzl