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AGREEMENT

between

The

**Toledo-Lucas County
Public Library**

and

The

**Association of Public
Library Employees**

TAAP- UAW-Local 5242

Effective October 22, 2011 through October 21, 2014

Dear APLE Member:

This edition of the Contract between the Toledo-Lucas County Public Library (TLCPL) and the Association of Public Library Employees (APLE) will mark the 25th anniversary of APLE as the collective bargaining unit for librarians and professional staff. 25 years of hard work and dedication on behalf of both parties to this Agreement is no small feat. This Contract has changed over the years to reflect new ideas and opportunities. It symbolizes the valuable bond between APLE and the Library for the good of Lucas County.

APLE members continue to serve our community with recognized high levels of professionalism, quality service and outstanding programming. And we applaud each and every one of you for your commitment to making TLCPL the great institution that it is.

We would like to thank those on both APLE's Negotiating Team and the Library's. Many hours went into making this document viable for everyone in the system and their efforts should not go unrecognized.

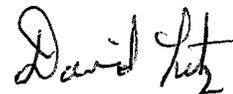
APLE asks that this Contract be used to further the ideals of communication, cooperation and trust between both parties and that meaningful dialogue will occur when issues arise outside the boundaries defined by this document.

We hope that APLE will continue its good work on behalf of our members for another 25 years and more.

Be proud of your work and your union membership.



Tamara Davis



David Lutz

Co-Presidents
Association of Public Library Employees
UAW Local 5242

Dear Members of the Association of Public Library Employees:

Hard work, dedication and loyalty have made the Toledo-Lucas County Public Library one of the best public libraries in all of America. Welcoming six million visitors annually and circulation over 6.4 million materials is hard work. As we continue to grow with our patrons' needs and emerging technology, our strongest asset remains our staff.

For 171 years the Toledo-Lucas County Public Library has stood as a strong anchor in our community. A leader, a beacon, and an institution the community turns to. The success of this contract will have a profound impact for generations. The opportunities and best practices we offer can change an individual's outlook, a community's attitude and a society's direction. Together I know we will have a positive impact on the life of every individual who uses our Libraries. Let this contract stand not only as an agreement between the Toledo-Lucas County Public Library and APLE, but also as a promise to the residents of Toledo and Lucas County. We will continue to be their area leader of information, meeting their educational, recreational, cultural, and technology needs. Together, I am very confident we can ascend to this lofty goal.



Clyde Scoles
Director/Fiscal Officer

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PREAMBLE

A library is a community's repository of cultural, intellectual and scientific information and learning. A library's chief purpose is the dissemination of this information, but the real role of a library is much broader. Along with schools and churches, libraries are institutional focal points in communities and neighborhoods, and libraries transmit culture from one generation to the next, while serving as a measure of a society's level of civilization.

The Toledo-Lucas County Public Library has met these needs of the community since 1970, when the Toledo Public Library, the Sylvania Public Library and the Lucas County Library merged to form a new library. The new system inherited a tradition of library service almost as old as the City of Toledo. The Toledo Public Library opened in 1838, and became a free library in 1873. Its first branch opened in Greenwood School in 1915, and by 1933 there were thirteen branches, some of them financed through gifts from the Carnegie Foundation. The Lucas County Library was established with a Carnegie grant in 1916, and the Sylvania Public Library withdrew from the county system to become independent in 1927.

The first and foremost objective of any agreement between the Toledo-Lucas County Public Library and its employees must be to assure not only the continuation of this fine heritage, but the further development of the Library's resources, both human and documentary, to their fullest potential. Recognizing that the most valuable assets of any library are its human resources, the Library and its employees share a mutual interest in retaining the best possible staff members.

The Library believes in the dignity of the individual and of constructive work; it believes in the importance of self-fulfillment. The Library endeavors to provide an environment conducive to the maximum development of each staff member. It is committed to equitable treatment of each employee. The Library believes that the Affirmative Action and Equal Opportunity provisions, staff development, career development and performance evaluations contribute to job satisfaction and high morale. The Library encourages staff membership and participation in professional and civic organizations and attendance at conferences and workshops.

To this end, the Library and the Association of Public Library Employees encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees and their supervisors.

ARTICLE 1 PARTIES TO THE AGREEMENT

This Agreement is entered into between the Toledo-Lucas County Public Library (known hereinafter as “Library”) and the Association of Public Library Employees in affiliation with the Toledo Association of Administrative Personnel, UAW Local 5242 (known hereinafter as “APLE” or “Union”) and constitutes a binding agreement between the parties.

ARTICLE 2 DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

- Whenever the term “Director” is used, it shall refer to the Director of the Toledo-Lucas County Public Library.
- Whenever the term “Agency Head/Manager” is used, it shall refer to that person with supervisory charge of any branch or department as designated by the Library.
- Whenever the terms “APLE Representative” or “Representative of APLE” are used, these shall refer to a representative of APLE authorized by the president of APLE or his designee.
- Whenever the term “Bargaining Unit” is used, it shall refer to the definition as set forth in the Recognition Article of this Agreement.
- Whenever the term “Agreement” is used, it shall refer to this contract between the Library and APLE.
- The term “Business Day” shall refer to any day from Monday through Friday excepting paid holidays.
- The Term “Domestic Partner” shall refer to a same sex long-term relationship.

ARTICLE 3 RECOGNITION

3.1 Recognition

The Library hereby recognizes APLE as the sole and exclusive bargaining representative for members of the bargaining unit as defined. This recognition shall be for the purpose of negotiating about wages, hours and working conditions except for those

matters reserved to the Library under the Management Rights Article of this Agreement or declared as illegal topics of bargaining under Ohio Revised Code 4117.08. APLE recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of APLE for purposes of collective bargaining, contract enforcement and grievance resolution.

3.2 Scope of Bargaining Unit

Pursuant to the June 18, 1987 State Employment Relations Board certification, in Case Nos. 85-RC-04-3417, the bargaining unit shall consist of all professional and semi-professional employees of the Library whether Full-time, Part-time or Limited part-time (as defined in the Definition of Status Article) except that the bargaining unit shall not include any employees defined as supervisory, managerial, confidential, seasonal, temporary, or casual or otherwise exempted from inclusion by Ohio Revised Code 4117.01, or by previous stipulation of the parties, Class A probationary employees (as defined in the Definition of Status Article), substitutes, pages, interns, volunteers or guards. Persons in the bargaining unit are hereinafter known as "employees" or "bargaining unit members."

ARTICLE 4 **PAYROLL DEDUCTION**

- 4.1 Each member of the bargaining unit shall pay to APLE regular dues or a fair share fee as a condition of employment. The fair share fee will not exceed the amount of the regular dues. The regular dues shall be established by APLE and certified to the Library by APLE.
- 4.2 The payroll deduction of the regular dues or fair share fee, which shall not exceed ninety-five percent (95%) of the membership dues, shall be made in equal amounts from the 1st and 2nd paycheck, in each month beginning with the first pay period following receipt of the bargaining unit member's authorization card by the Human Resources Department.
- 4.3 APLE shall indemnify the Library against any and all claims, demands, suits or other forms of liability or costs that shall arise out of, or relate to, any action taken or not taken by the Library for the purpose of complying with the provision of this Article.

ARTICLE 5 APPLE REPRESENTATIVES

- 5.1 It is the policy of the Library to afford its bargaining unit employees individually or as a group, the right, if requested by an employee, to have an APPLE Representative present in attempting to prevent or settle a grievance or represent the employee in a disciplinary meeting.
- 5.2 The Library will recognize APPLE Officers and APPLE Representatives provided that APPLE notifies the Library in writing of the names of such Officers and Representatives. It is APPLE's responsibility to keep this list current with the Library. The Library recognizes that APPLE members, designated by APPLE as Representatives, and APPLE Officers may, during normal working hours without loss of time or pay, handle grievances.
- 5.3 The APPLE Representative/Officer leaving his work area to attend to duties incumbent upon APPLE by this Agreement must first receive authorization from his immediate supervisor and shall be absent from his work area only for the period of time necessary to attend to these duties. Before leaving his work area, the APPLE Representative/Officer shall notify his supervisor where he will be and when he will return. The supervisor of the area into which the APPLE Representative/Officer is visiting shall be notified of the Representative's/Officer's presence and purpose of the visit.
- 5.4 APPLE business is not to be conducted in public service areas, on telephones in public service areas, or in a manner which unduly ties up telephones normally used for conducting Library business.
- 5.5 APPLE Representatives/Officers conducting grievance investigations or other activities incumbent upon them by this Agreement shall not do so in public service areas but rather shall be provided a private place by the Library where practicable. APPLE may make reasonable use of the Library mail system for individually addressed items and may contract from the Library printing and labeling services at a price to be established by the Library subject to the priority of other printing and labeling requests.
- 5.6 The Human Resources Manager shall grant release time, with pay, to APPLE Officers or Representatives selected by APPLE for the purpose of attending to APPLE business, meetings, conferences and workshops.

- 5.7 The President of APLE or his designee shall be permitted to attend Library Board of Trustee monthly meetings on Library time. Union release will be provided to the APLE President or a designee to attend Board of Trustee committee meetings. Granting of union release will be contingent upon public service needs of the APLE representative's agency. Notice of said Board meetings and Board committee meetings will comply with applicable law.
- 5.8 The Library will provide a lockable file cabinet at a location convenient to the President of APLE. The Library will also reimburse APLE/TAAP-UAW Local 5242 forty-five dollars (\$45) per month for one (1) union president cell phone or sixty dollars (\$60) per month for two (2) union co-presidents cell phones. The Union will submit a monthly invoice to the library. The Library and APLE may agree to other communication arrangements, including use of landline phones where practical and fiscally responsible, in lieu of cell phones.
- 5.9 The Library agrees to release, without loss of pay, not more than five (5) bargaining unit members or more based on mutual consent who are appointed as Representatives on the APLE Negotiating Committee for lost straight time spent to renegotiate this Agreement. For the purpose of negotiations, a "negotiation day" will be considered a scheduled workday for members of the APLE negotiating committee. It is understood that, for the mutual convenience of the parties, it may be necessary that such meetings sometimes start before or extend beyond the scheduled work hours of the members of the Negotiating Committee. Time spent in negotiating will not be the basis for a return time or overtime claim.

ARTICLE 6 INFORMATION PROVIDED TO APLE

- 6.1 Each month, the Library shall provide a list of regular APLE dues payers and fair share payers arranged alphabetically. This list will show the employee's seniority, date of appointment, address, job title and amount of dues or fees paid by the employee and forwarded to APLE.

6.2 The Library agrees to furnish to APLE each month a list showing any additions and changes in classifications, transfers or terminations including the work location of the affected employees, and any changes in the home address of the employee, within eight (8) business days of Library Board approval of the personnel changes. The Library will provide bulletin board space in each building for APLE notices.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Except as expressly limited by the written terms of this Agreement, the Library retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitutions of the United States and of the State of Ohio, and all management prerogatives traditionally enjoyed by employers including but not limited to the rights enumerated in ORC 4117.08. The Library's management rights include but are not limited to the right to:

- Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Library, days and hours of operation, standards of service, its overall budget, utilization of technology, and organizational structure.
- Direct, supervise, evaluate or hire employees;
- Maintain and improve the efficiency and effectiveness of Library operations;
- Determine the overall methods, process, means, or personnel by which Library operations are to be conducted; determine job classifications and the appropriate compensation levels for each;
- Suspend, discipline, demote or discharge for just cause, transfer, assign, schedule, promote, retain or lay off employees;
- Determine the adequacy of the workforce;
- Determine the overall mission of the Library as a unit of government;
- Effectively manage the workforce;
- Take actions to carry out the mission of the Library as a government unit.

7.2 The Library's use of judgment and discretion in connection with the exercise of the foregoing powers, rights, authority, duties and responsibilities is limited only by the specific and express terms of this Agreement.

ARTICLE 8 NON-DISCRIMINATION

8.1 The Library and APLE agree and declare that there shall be no discrimination against any employee because of age, race, color, creed, national origin, sex, disability, membership or non-membership in APLE or participation or non-participation in APLE activities. No employee shall be coerced or required to join or refrain from joining APLE.

8.2 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

ARTICLE 9 CORRECTIVE ACTION

9.1 The Library is committed to the application of the principles of progressive discipline where appropriate. The normal application of progressive discipline is one or more written reprimands, and one or more suspensions prior to termination depending on the seriousness of the offense. It is recognized that in some cases a suspension or immediate termination may be appropriate. And, depending upon the severity of the offense one or more steps in the progressive disciplinary process may be eliminated.

9.2 Due Process

The employee whose conduct or action is subject to the application of progressive discipline shall be entitled to:

- timely and adequate notice of conduct or action complained of;
- reasonable time to prepare an answer or response; and
- representation by APLE at such meeting/investigation; and
- other reasonable procedures affording due process.

A Manager will notify the employee and APLE in writing

- of the conduct or action in question;
- the date, time and place of the meeting requested; and
- the right of the employee to have an authorized APLE representative present.

- 9.3 Any meeting investigated shall be held in accordance with the above provisions.
- 9.4 Every effort should be made to resolve the matter at this level. If the matter is resolvable, then a record of the meeting along with the prescribed resolution of the matter shall be submitted to the employee's personnel file or record in accordance with Article 11, Right of Access to Personnel File.
- 9.5 If the matter cannot be resolved, a written request for a continuing disciplinary investigation will be submitted to the Human resources Department. The Human Resources Department shall be empowered to hear testimony, examine witnesses, and review all relevant materials pertaining to the continuing disciplinary investigation for the purpose of issuing a decision/recommendation.
- 9.6 Corrective action may be grieved under the grievance procedure as defined in Article 10. Any step in the grievance procedure may be waived by mutual consent of the Library and APLE. No disciplinary documents shall be placed in the employee's personnel file until the corrective action process has been completed and a decision rendered.
- 9.7 APLE reserves the right to accept a decision as final and binding and in that case, further appeals by the employee through the grievance procedure or to arbitration are not permitted. This right applies to warnings and suspensions, as well as terminations.
- 9.8 Performance evaluations are not corrective action.
- 9.9 Documentation of a discussion shall not be considered corrective action and shall not be included in the personnel file.
- 9.10 No polygraphs will be used in the investigation of any member of APLE.
- 9.11 In the event a disciplined employee receives no further disciplinary action for a period of one (1) full year from the date of cause or eighteen (18) months in cases which result in the employee's suspension, the record of the action will not be used for further corrective action.

ARTICLE 10 GRIEVANCE PROCEDURE

Definition of Grievance

- 10.1 Only matters involving the interpretation, application or enforcement of a specific provision of this Agreement shall constitute a grievance under the provisions set forth below.

Initiation of Grievance and Steps

- 10.2 Step One: Prior to filing a written grievance, the employee and/or his APLE representative, shall discuss the matter informally with his immediate supervisor, within eight (8) business days of the occurrence of the incident in an effort to find a resolution to the grievance.
- 10.3 If the informal meeting does not resolve the matter to the satisfaction of the employee, APLE shall, within eight (8) business days following the informal discussion with the supervisor, reduce the grievance to writing and submit it to the grievant's immediate supervisor with a copy to the Human Resources Manager.
- 10.4 The supervisor shall have five (5) business days following the receipt of the grievance to respond in writing to APLE.
- 10.5 Step Two: If the grievance is not satisfactorily resolved at Step One, APLE shall have eight (8) business days following the receipt of the supervisor's response to forward the grievance to the Human Resources Department. The grievance shall include copies of the original grievance and the response received from the supervisor. The Human Resources Department shall have eight (8) business days following the receipt of the grievance to hold a hearing with the appropriate APLE representative. The Human Resources Department shall have five (5) business days following the hearing to respond in writing to APLE.
- 10.6 Step Three: If the grievance is not satisfactorily resolved in Step Two, APLE shall have eight (8) business days to forward the grievance to the Personnel Committee of the Board of Trustees. The Personnel Committee shall instruct the Human Resources Department to schedule a hearing between at least one (1) member of the Personnel Committee and the appropriate APLE

representative, within eight (8) business days following the receipt of the grievance. The Library shall respond, in writing, to APLE within eight (8) business days following the date of the hearing.

- 10.7 In the case of dismissal, APLE reserves the right to advance the grievance directly to the third step of the grievance procedure.
- 10.8 In the event that APLE or the grievant fails to appeal the grievance or follow the time limits or procedure set forth in Steps One through Three, the grievance shall be considered dropped. In the event that the Library fails to appeal the grievance or follow the time limits or procedures set forth in Steps One through Three, the grievance shall be deemed valid and the relief requested granted. Grievances settled by default of any of the parties shall not be precedent for later grievances. Time limits may be extended due to extenuating circumstances by the mutual agreement of the Library and APLE. All such extensions shall be in writing.

Arbitration

- 10.9 If the grievance is not satisfactorily resolved at Step Three, APLE shall have twenty-five (25) business days following the receipt of the Library's decision to notify the Human Resources Department in writing of their intention to arbitrate the grievance. Within eight (8) business days of receipt of this notice, the Human Resources Department shall request a list of seven (7) arbitrators, preferably from the Eastern Michigan or Northern Ohio areas, from the Federal Mediation and Conciliation Service. Upon receipt of the list, the Human Resources Department and an APLE representative shall alternately strike names from the list until one name remains. The remaining name shall be the selected arbitrator. The arbitrator shall hear only one grievance unless mutually agreed otherwise by the parties. Upon completion of the hearing, the decision of the arbitrator shall be final and binding.
- 10.10 The cost of the arbitration proceedings shall be borne equally by the Library and APLE. The arbitrator's sole function shall be to interpret this Agreement and to determine whether the Library or APLE is failing to abide by its provisions. The arbitrator shall not

have the authority to change, amend, modify, supplement or otherwise alter the Agreement or any part thereof in any respect, nor have jurisdiction over wage or other economic disputes arising out of contract negotiations.

Grievances by the Library

10.11 If the Library has a grievance against APLE under this Agreement, the Library shall contact the APLE President and the TAAP President and an attempt shall be made to resolve the grievance. If no resolution can be reached, the Library may proceed to arbitration.

ARTICLE 11 RIGHT OF ACCESS TO PERSONNEL FILE

11.1 Only one (1) official personnel file will be maintained by the Library for each employee. All bargaining unit members shall have the right to review the contents of their personnel file upon making an appointment with the Human Resources Department during normal business hours. Employees shall receive a copy of any item in their personnel file upon request.

11.2 No material concerning an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge, by signature, that he has read such material. Such signature does not necessarily indicate agreement with the contents. An employee, within sixty (60) calendar days of receiving any material being placed in his personnel file, will have the right to answer any material filed, and such answer will be attached to the file copy. Employees have the right, and shall be encouraged, to add complimentary materials to their files at any time, and the receipt of such materials shall be acknowledged by the Human Resources Department.

ARTICLE 12 DEFINITION OF STATUS

12.1 Regular Employees – all employees who have successfully completed any required probationary period(s). Regular employees fall into one of the following three categories:

- Full-time – any employee who regularly is paid for 75 hours or more per pay period.

- Part-time – shall be divided into two (2) categories:
 “Part-time I” – any employee who is regularly paid for at least 56 and less than 75 hours per pay period.
 “Part-time II” – any employee who is regularly paid for at least 37 and less than 56 hours per pay period.
- Limited Part-time – any employee who is regularly paid for less than 37 hours per pay period.

Probationary Employees

12.2 Class A Probation

All newly appointed persons whether Full-time, Part-time or Limited Part-time shall serve a six (6) month probationary period commencing from the date of appointment. Probationary persons hired after June 18, 1987, are not members of the bargaining unit while serving their probationary period. Such probationary persons shall be evaluated at least two (2) times during their probationary period, one of which will be within the first three (3) months of appointment. During this period, probationary persons may be dismissed at the sole discretion of the Library. Such dismissal shall not be subject to the grievance procedure set forth in this Agreement. Probationary persons shall not be eligible to apply for job openings during their probationary period.

12.3 Probationary persons must, from date of appointment, either become a member of APLE or be responsible for payment of the Fair Share Fee outlined in Article 4.

12.4 Class B Probation

For the purpose of Class B probation, a transfer shall be defined as a lateral move:

- From a Branch to a Department or vice versa;
- From one subject Department to another;
- From Adult Services to Children’s Services or vice versa;
- As a result of a transfer to a vacant position for the good of the service as agreed upon by the TAAP President and the Library.

12.5 All regular employees who are transferred, as defined above, and who remain in the same grade and same classification shall serve a two (2) month probationary period commencing from date of transfer. Such probationary employees shall be evaluated during their probationary period. If at any time during the probationary

period the Library determines that the newly transferred employee is not performing satisfactorily, the Library will return the employee to his former position, if possible. If the Library decides to return the employee to his former position but this position has been filled, then the employee shall be placed on a priority vacancy list. Placement on the priority vacancy list does not constitute a layoff. The affected employee will remain working at the transferred to position until he reassumes this former position or assumes a new position.

- 12.6 The employee shall be given the opportunity to transfer to one of the next two (2) vacancies which occur in the same grade. If the employee refuses the vacancy offered he shall be placed in a vacancy by the Library. Class B probationary employees shall not be eligible to apply for other positions during the probationary period.

Class C Probation

- 12.7 Promotion: All regular employees who are promoted into a higher grade shall serve a three (3) month probationary period commencing from date of promotion. Such probationary employees shall be evaluated during their probationary period. If at any time during the probationary period, the Library determines that the newly promoted employee is not performing satisfactorily, it will have the option to return the employee to his former position, if possible. If the Library decides to return the employee to his former position but this position has been filled, then the employee shall be placed on a priority vacancy list. Placement on the priority vacancy list does not constitute a layoff. The affected employee will remain working at the promoted-to position until he reassumes his former position or assumes a new position. The employee shall be given the opportunity to transfer to one of the next two (2) vacancies which occur in the same grade. If the employee refuses the vacancy offered he shall be placed in a vacancy by the Library. Class C probationary employees shall not be eligible to apply for other positions during the probationary period.
- 12.8 A job classification and the degree requirement will determine an employee's upgrade upon completion of an MLS. An employee who is upgraded and successfully completes the MLS and

continues to perform essentially the same job duties shall not be placed on probationary status on the achievement of such a degree.

- 12.9 An employee who is granted leave while on probationary status shall be required to serve the equivalent time, upon his return, to complete the probationary period.

ARTICLE 13 **JOB DESCRIPTION REVIEW**

- 13.1 During a twelve month period beginning with the signing of this Agreement, and not more than once during any consecutive period of twelve months, an employee, or APLE, may request that his job description be reviewed by a committee composed of a Manager, the Human Resources Manager, and one (1) APLE Representative. The employee shall be offered an opportunity to submit facts relative to his job description.
- 13.2 The request for a review will be submitted to the Chairperson of the three member committee. The committee or the employee may request the employee to appear before the committee. The committee will make a determination within thirty (30) calendar days after it receives the employee's request for a review. If the employee is reclassified he shall be given notice setting forth a new classification, pay range and wage rate.
- 13.3 The decision of the Human Resources Manager shall be final and binding. No job description will be revised so as to make the employee holding the position ineligible for his job. Nothing in this Article detracts from the fact that positions, specifications and job content are the sole responsibility of the Library.
- 13.4 Decisions on a job description review under this Article, are not grievable under the grievance procedure provided for elsewhere in this Agreement.
- 13.5 When an APLE member hired as a Librarian for a posted "Librarian I/II" position obtains a graduate diploma from an ALA accredited library science program, he will automatically be upgraded to a Librarian II. The salary will be raised to a comparable grade retroactive to confirmation from the institution.

- 13.6 When an APLE member hired as a Librarian for a posted Librarian I position obtains a graduate diploma from an ALA accredited Library Science program, he will receive a step increase effective the first pay period following the graduation date.

ARTICLE 14 JOB POSTING AND BIDDING

- 14.1 When a position within the bargaining unit is authorized as a vacancy or a new position is created by the Library, it shall attempt to fill the vacancy from within the system by promotion, or transfer, before interviewing from outside the system.
- 14.2 Authorized vacancies shall be posted in e-mail to "ALL." Such postings shall continue for a minimum of seven (7) consecutive business days.
- 14.3 An employee must submit a letter of interest and current resume for the vacant position. All employees who apply and meet the minimum qualifications and requirements for the position as stated in the job description shall be interviewed.
- 14.4 In the event that more than one employee qualifies for the position, seniority will be taken into consideration in the selection. However, seniority will not be the sole criterion in selection.
- 14.5 All employees who meet the minimum qualifications and requirements of the job description shall be interviewed before non-employees are interviewed.
- 14.6 When a selection is made, the Library shall post in an e-mail to "ALL" the name of the successful applicant within six (6) working days after the decision of the Board of Trustees.
- 14.7 An employee who is promoted out of the bargaining unit and later returns to the bargaining unit shall return at the same step without loss of seniority.

ARTICLE 15 ACTING ASSIGNMENT

- 15.1 Any employee appointed to fill an acting assignment shall be notified in writing of the date of the assignment, rate of pay and the duties of the position. During an acting assignment the employee shall be paid at the grade level of the acting position which shall be higher than the employee's current salary. The Library will attempt to limit the acting assignment to one hundred

and twenty (120) calendar days unless it has been impossible to fill the vacancy through ordinary procedures during that period, and may be extended by mutual agreement of the Library and employee.

- 15.2 At the end of the acting assignment the employee shall be returned to his former position at the pay scale he received before the acting assignment.
- 15.3 Nothing in this Agreement shall be construed as preventing a supervisor from requiring a bargaining unit member to temporarily work out of classification for a period not to exceed two (2) weeks during a calendar year when the demands of public service and/or other circumstance require without a change in the employee's level of compensation.
- 15.4 The designation of a "person in charge" does not constitute an Acting Assignment.

ARTICLE 16 SENIORITY, LAYOFF, REDISTRIBUTION, AND RECALL

Seniority

- 16.1 Seniority for layoff purposes shall be based upon the length of the employee's service within the APLE Bargaining Unit. However, seniority will not accrue during breaks in service. This includes any years with the three merged libraries prior to the merger. Seniority is measured in accordance with Full-time equivalency, with Part-time and Limited Part-time employees prorated.
- 16.2 When two or more employees have the same date of appointment in the APLE Bargaining Unit, and a tie cannot be resolved by agreement, the tie will be resolved by a flip of the coin. The employees involved and two representatives of APLE shall witness the flip of the coin. Any agreement or resolution through coin flip shall be final and binding on the Library, APLE and the employees affected and is not subject to the grievance procedure outlined elsewhere in this Agreement.
- 16.3 Time spent on an approved leave of absence shall not constitute a break in seniority. Time spent on a recall list following layoff, shall not constitute a break in service, however, seniority shall not accrue during such periods.

- 16.4 Exemptions from the Full-time equivalency as stated in paragraph 1 shall be accorded those Part-time I and Part-time II employees and Limited Part-time employees working at the date of adoption of this Agreement. These employees shall be prorated as follows:
- Part-time I – $\frac{3}{4}$ length of the employee's services shall count towards seniority;
 - Part-time II – $\frac{1}{2}$ length of the employee's service shall count towards seniority.
 - Limited part-time – $\frac{1}{4}$ length of the employee's services shall count towards seniority.
- 16.5 Full-time employees who elect to assume Part-time status after the date of adoption of this Agreement shall carry over accumulated Full-time seniority to the Part-time list as follows:
- Part-time I – $\frac{3}{4}$ of their accumulated Full-time service shall count toward seniority.
 - Part-time II – $\frac{1}{2}$ of their accumulated Full-time service shall count toward seniority.
 - Limited part-time – $\frac{1}{4}$ length of the employee's service shall count toward seniority.
- 16.6 A bargaining unit member's seniority shall terminate if a bargaining unit member:
- quits or resigns.
 - is discharged for cause;
 - is laid off for a period of more than twenty-four (24) consecutive months;
 - fails to report to work as scheduled after a leave of absence or layoff;
 - fails to report to work or notify his supervisor of his intended absence from work for three (3) consecutive days.

Seniority Lists

- 16.7 By January 15 of each year covered by this Agreement, the Library shall provide to APLE complete seniority lists by Grade for the bargaining unit, which will state each job classification. The seniority list will show years of service expressed as Full-time equivalents and the date of the employee's appointment in the APLE Bargaining Unit. APLE shall have thirty (30) days from the date of receipt of the seniority list to challenge and/or

question the seniority ranking reflected by the list. The appropriate APLE representative may request to meet with the Human Resources Manager within the period to discuss problems.

Layoff and/or Redistribution

16.8 In the unfortunate circumstance that any layoffs are required, the newest employee in terms of seniority shall be laid off. If redistribution from an agency is required, a volunteer from the designated classification of the affected Agency shall be solicited. In the absence of a qualified volunteer, the least senior in the classification of the affected Agency shall have the following options:

- fill the designated vacancy
- exercise his seniority right as set forth in Article 16 of this Agreement
- accept a layoff.

16.9 The classifications are:

Grade 8

Grade 7

Grade 6

Grade 6B

Grade 6A

16.10 An employee notified of layoff or redistribution may exercise his seniority right over the employee in the same or lower grade who has the least seniority. The senior employee must meet all the requirements of the classification/position and be able to perform the work required in that job classification satisfactorily and efficiently without further training or additional supervision. The employee replaced shall be the employee with the least seniority. The senior employee will then assume the grade and classification of the least senior employee.

16.11 If a vacancy occurs within twenty-four (24) months from the date of redistribution or layoff, a redistributed or laid off employee has the right to return to his original Agency. Laid off shall be defined as someone who has been laid off entirely or who has been reduced in status.

- 16.12 A part-time employee or limited part-time employee may exercise his seniority right as prorated over a full-time employee provided he is willing to assume full-time hours.
- 16.13 No APLE member will be laid off due to:
- Videoconferencing
 - Radio Frequency Identification (RFID)
 - On-line reference
 - Merging of reference points
- 16.14 When a reduction in force becomes necessary the Library shall notify APLE at least thirty (30) days before any layoff would be effective. The Library and APLE will meet during this thirty (30) day period to discuss possible alternatives for the layoff, however, the final decision of the necessity for, and the number of layoffs is solely the Library's decision.

Recall

- 16.15 Notification of recall shall be made by registered mail to employees who are laid off entirely, and by e-mail to those employees laid off to a lower status.
- 16.16 After first consideration has been given to qualified personnel who have moved into lower positions, laid off personnel who meet the qualifications for an available position shall be recalled in reverse order of layoff so that those with the most seniority are recalled first. No outside candidates shall be considered until this process has been exhausted.
- 16.17 An employee who has been recalled must report for work on the scheduled date. Failure to accept recall within seven (7) business days of the offer will result in forfeiture of further recall offers and the employee will be considered to have resigned.
- 16.18 When an available position remains vacant because the employee has refused or failed to respond to the recall offer within seven (7) calendar days, the Library shall notify the next ranked person in terms of seniority.
- 16.19 If from recall, a position is accepted at a lower pay level or hours per week than the one held at the time of layoff, an employee in good standing shall be offered successive position opportunities

as they become available until a comparable service level, not to exceed the previous one, has been restored. This procedure shall be contingent upon the employee's possessing the necessary qualifications as defined in the job description and the ability to perform the work satisfactorily and efficiently without additional training or supervision.

- 16.20 Employees whose positions are affected by the layoff and recall process shall not be placed on probation in the new position unless an employee was on probation at the time of displacement.

Transfer for the good of service

- 16.21 The Library with the President of TAAP – UAW Local 5242's agreement, may transfer an employee to a vacant position for the good of the service.

ARTICLE 17 HOURS OF WORK

- 17.1 For the purposes of this Article, the standard "work week" is defined as Monday 12:01 a.m. through Saturday midnight. The standard work week for full-time employees shall consist of 37.5 hours a week.
- 17.2 Employees working beyond 37.5 hours and not more than 40.0 hours in the work week shall be paid their regular hourly wage for the 2.5 hours or have the option of taking return time at the rate of straight time. Should the employee elect to take return time, it shall be scheduled in the same or following pay period unless otherwise approved by the Manager.
- 17.3 Employees working beyond 37.5 hours and not more than 40.0 hours in the work week shall be paid their regular hourly wage for the 2.5 hours or have the option of taking return time at the rate of straight time unless asked by the Library to work a split shift.
- 17.4 A split shift shall be defined as working separate periods in the same day where the periods are separated by an interval of more than one hour. The employee shall be paid at one and one-half times (1 ½) their regular rate of pay for the second half of the split shift.
- 17.5 Splitting the shift for the sole purpose of attending a staff meeting or training shall not qualify as a split shift for the purpose of time and one-half (1 ½) pay.

- 17.6 Employees working more than 40.0 hours in the work week as defined above will be paid at one and one-half times their regular rate of pay for each hour worked in excess of 40.0 hours and in addition employees working on a Sunday shall be paid at one and one-half times their regular rate of pay for each hour worked on Sunday. Under no circumstances will an employee be paid at a rate greater than one and one-half times (1 ½) his regular rate of pay.
- 17.7 Whenever an employee is entitled to be paid at one and one-half times (1 ½) his regular rate of pay, he may elect to take compensatory time in lieu thereof up to the maximum allowed by law.
- 17.8 An employee who is required to work a split shift including attendance at staff meetings, will receive ½ hour paid travel time and a mileage allowance.
- 17.9 All compensated hours shall be considered as hours worked for the purpose of this Article.
- 17.10 The Library will strongly recommend to Managers that schedules for one (1) full month will be posted the first day of the prior month, but not later than four (4) weeks in advance. The Library will give employees 72 hours advance notice of any changes in the posted schedule, unless unusual or emergency circumstances arise.
- 17.11 Should an employee, due to emergency circumstances be unable to report at this scheduled starting time, he shall be allowed to make-up the time missed. Make-up time shall be scheduled during the pay period in which the emergency occurred. Emergency make-up time shall not be used more than two (2) times in one calendar year. It is the employee's responsibility to report an emergency circumstance to the Manager and request make-up time.
- 17.12 Saturdays as a scheduled workday will be distributed equally among the professional staff. The Library will attempt to evenly distribute Saturdays among part-time professional staff. However, there is recognition that part-time employees may work more Saturdays. The Library will make every effort to evenly

distribute evenings amongst professional staff. Should a concern arise regarding this practice, an employee or APLE may request the Human Resources Manager to review the scheduling.

- 17.13 Flextime shall be available to employees in the bargaining unit, subject to the public service needs of the Department or Agency.
- 17.14 The Library retains the right to change the hours of operation at Main and each Branch at any time during the life of this Agreement.
- 17.14 Temporary reassignments are those where an employee is assigned to work for seven and a half (7.5) hours or less at an agency other than the employee's regularly assigned agency. The Library will make a good faith effort to equitably distribute these assignments amongst the professional staff. The Library will monitor the frequency in which agencies have staff reassigned on a quarterly basis and will report these instances to APLE. The Library agrees to address inequity claims on a case by case basis. Librarians should maintain a personal tally of the number of times they have been reassigned.

ARTICLE 18 EMERGENCY CLOSING

- 18.1 When a sudden or unexpected occurrence either by a natural or mechanical incident has created an unsafe operation which requires closing of all or part of the Library, bargaining unit members who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work.
- 18.2 A decision to close all or part of the Library will be made within a reasonable amount of time. The final authority in determining a closing is the responsibility of the Library Director, and in his absence the appropriate Administrative Officer. However, in the absence of the Director and/or the appropriate Administrative Officer, the decision to close rests with the Agency/Department Manager. In dangerous or health threatening situations the Manager or Administrative Officer will close the facility immediately.
- 18.3 Bargaining unit members who are required to work at the closed work site because of the emergency conditions shall be entitled to pay or compensatory time at the rate of one and one-half (1 ½)

times their usual rate of pay for the number of hours worked at the closed site.

- 18.4 Should an emergency closing occur on Sunday, scheduled employees will be compensated at the rate of one and one-half (1 ½) their regular pay for those hours they actually worked. For hours lost due to emergency closing on a Sunday, scheduled employees will be paid at straight time.
- 18.5 In the event a Level III emergency is declared in an area where the Main Library or Branch is located, the Library located in that area will close, to the best of the Library's ability, within one (1) hour.
- 18.6 Should the Library remain open and a Level III snow emergency is declared in an area that an employee resides or must pass through to report to work, the employee will be compensated. An employee must inform his supervisor of his inability to travel due to the emergency prior to the beginning of his scheduled workday.

ARTICLE 19 MEAL TIME AND BREAKS

Meal Time

- 19.1 Employees scheduled to work 7.5 consecutive hours in one day shall be granted an unpaid 1 hour meal period except for those employees described in paragraph 2 of this Article. When the hours of service or operation of an Agency are less than 8.5 hours in one day, or when an employee is scheduled to work at least six (6) and less than seven point five (7.5) hours consecutively in one day, he shall be granted an unpaid 30 minute meal period. Employees who work less than 6 consecutive hours shall not receive a meal period. The supervisor may not require an employee to work during his unpaid meal time. The schedule may be modified to provide for flexible meal time scheduling.
- 19.2 In those branches in which for safety and staffing reasons an employee is required to stay on the premises he shall be granted a one (1) hour (as previously scheduled) paid meal period for 7.5 hours of work or one-half (1/2) hour (as previously scheduled) paid meal period for less than 7.5 hours worked. An employee may elect to take return time in lieu of pay. Return time must be used within the same pay period it is earned.

19.3 Whenever possible, a good faith effort will be made by the Manager to accommodate any problems created by the change in schedule. The affected employee will be notified before the workday starts if he is required to stay on the premises for a lunch break. An employee may elect to take return time in lieu of pay. Return time must be used within the same pay period it is earned.

Break Time

19.4 There shall be a fifteen (15) minute break for every 3.75 hours worked. Rest Breaks shall not be taken consecutively or at the beginning or end of a scheduled work period, or immediately preceding or following the unpaid meal period. The employee will be paid for the break period. Break periods shall be taken as approved by the supervisor and at a time that does not interfere with the demands of public service. Rest periods shall be taken on the premises where the employee is working. An employee can request to leave the premises. Approval to do so from the immediate supervisor shall be required.

ARTICLE 20 HOLIDAYS

20.1 The Library shall be closed on the following holidays:

New Year's Day	(January 1)
Martin Luther King Jr. Day	(Third Monday in January)
Memorial Day	(Last Monday in May)
Independence Day Eve (After 5:30)	(July 3 rd)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Eve Day (After 5:30 p.m.)	(Fourth Wednesday in November)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve Day (After 5:30 p.m.)	(December 31)

20.2 To be entitled to receive pay for the holiday, an employee shall have worked or be on a compensated day off on the last scheduled work day before or the first scheduled workday after the holiday.

20.3 Eligible employees will receive holiday pay as shown, based on status:

Full-time	7.5 hours straight time pay
Part-time I	5.5 hours straight time pay
Part-time II	3.75 hours straight time pay

20.4 The Library shall open on the following holidays:

- President's Day
- Columbus Day
- Veteran's Day

20.5 Full-time employees shall receive 22.5 hours of holiday credit for these three (3) holidays, which is included in the annual leave calculation set forth in Article 24.

20.6 Part-time I employees eligible for at least 56 and less than 75 hours per pay period shall receive 5.5 hours of holiday credit for each of these three (3) holidays which is included in the annual leave calculation set forth in Article 24.

20.7 Part-time II employees eligible for at least 37 and less than 56 hours per pay period shall receive 3.75 hours of holiday credit for each of these three (3) holidays which is included in the annual leave calculation set forth in Article 24.

20.8 Holiday weekends shall be equitably distributed among the professional staff.

ARTICLE 21 SICK LEAVE

21.1 Full-time and Part-time I and Part-time II employees shall accrue and be credited each pay period with sick leave on the following basis:

STATUS	HOURS ACCRUED PER PAY	CUMULATIVE MAXIMUM
Full-time	4	830 hours
Part-time I	3	630 hours
Part-time II	2	430 hours

21.2 Eligible employees shall accumulate sick leave from the first day of appointment. Sick leave shall not be used until it has been accrued.

21.3 After fifteen (15) years of service, the sick leave maximums will increase as follows:

STATUS	CUMULATIVE MAXIMUM
Full-time	975 hours
Part-time I	745 hours
Part-time II	565 hours

21.4 Sick leave shall be accumulated to the set maximum for each group. In the event of an extended illness or disability, an employee who has forfeited sick leave due to reaching his maximum may be granted additional leave with pay with the approval of the Director and the Board of Trustees. The appropriate forms shall be submitted to the Human Resources Department. The Human Resources Department shall review the request and forward it to the Director for consideration.

21.5 Sick leave may be used for:

- any physical or mental or occupational disability which incapacitates the employee for work due to illness, injury or exposure to contagious disease.
- personal medical, dental or vision treatment time required for travel and appointment.
- illness in the employee's immediate family not to exceed four (4) working days, prorated for Part-time employees, in a 12 month period. Immediate family for the purpose of this Article shall include only the employee's father, mother, sister, brother, spouse, domestic partner, child or stepchild.
- prolonged critical or emergency illness or injury in an employee's immediate family which exceeds four (4) working days in a 12 month period. The employee shall follow FMLA procedures (Article 24) to request this leave.

21.6 Employees may use accrued sick leave during the processing of a lost time worker's compensation claim. Sick leave shall not be used for:

- illness or injury occurring while the employee is on annual leave.
- absence beyond the date of certification by a physician.

- 21.7 The employee, while absent on sick leave, shall notify the supervisor prior to the beginning of each scheduled work day of his intent with regard to continued use of sick leave or intent to return to work.
- 21.8 When sick leave abuse is suspected a Statement of Attending Physician will be required.
- 21.9 While on sick leave or on a leave of absence due to illness, an employee must remain at home or be at an appropriate location securing care for his illness. Any employee abusing sick leave or whose reasons for absence are falsified shall be subject to corrective action.
- 21.10 At the time of OPERS retirement, employees who have the following Library years of service shall be paid as shown:

LIBRARY SERVICE	SICK LEAVE BALANCE
10 + years	39%
15 + years	41%
20 + years	44%
25 + years	46%
30 + years	48%
35 + years	50%

- 21.11 At the time of OPERS retirement, employees hired after October 22, 2011 who have the following Library years of service shall be paid as shown:

LIBRARY SERVICE	SICK LEAVE BALANCE
10 + years	39%
15 + years	41%
20 + years	44%
25 + years	46%
30 + years	48%

- 21.12 New employees of the Library who have previously held other public employment in Ohio shall be credited with the unused balance of sick leave accrued while in the non-Library employment under the following conditions:
- the balance shall not exceed the amount which would have been accrued by an employee of the Library for the same period of service.

- the balance shall be credited to the amount not to exceed the appropriate cumulative maximum allowed by the Library.
- certification from the previous employer is filed with the Finance Office within the time frames required by Ohio law and not to exceed one (1) year from the date of appointment to the Library.

Sick Leave Bank

21.13 The Library agrees to continue the Sick Leave Bank as outlined in current Board-approved policy, date of current policy April 2008.

ARTICLE 22 ANNUAL LEAVE

22.1 Annual leave shall be granted to all Full-time and Part-time I and Part-time II employees, grades 6A through 8, as follows:

STATUS	HOURS ACCRUED PER PAY	CUMULATIVE MAXIMUM	CUMULATIVE MAXIMUM AFTER TEN (10) YEARS OF SERVICE
Full-time	7 hours	208 hours	212 hours
Part-time I	5.25 hours	157 hours	161 hours
Part-time II	3.5 hours	110 hours	117 hours

22.2 For APLE employees hired after October 22, 2011, annual leave shall accrue as follows:

TOTAL YEARS OF ELIGIBLE SERVICE	STATUS	ACCRUAL PER PER PAY	CUMULATIVE MAXIMUM
Less than 2	Full-time	3 hours	90 hours
	Part-time I	2.25 hours	67 hours
	Part-time II	1.5 hours	45 hours
At least 2, but less than 10	Full-time	5 hours	150 hours
	Part-time I	3.75 hours	112 hours
	Part-time II	2.5 hours	75 hours
10 or more	Full-time	7 hours	210 hours
	Part-time I	5.25 hours	157 hours
	Part-time II	3.5 hours	105 hours

22.3 Years of eligible service means years in a status that accrues annual leave: full-time, part-time I or part-time II. New accrual rates will be applied in the first pay period after the new years of eligible service mark is met.

- 22.4 Newly hired persons shall begin accumulating annual leave on the first day of the pay period immediately following ninety (90) days of employment. Newly appointed persons shall not be permitted to use annual leave until they have successfully completed ninety (90) days of their probationary period.
- 22.5 Annual leave for February 1 – January 31 shall be requested by November 30th from the immediate supervisor. The Manager shall approve such requests which are consistent with the efficient operation of the agency, department, or division. In cases of conflict in annual leave requests submitted by November 30th, seniority will be the deciding factor.
- 22.6 Selections submitted after November 30th must be requested within seven (7) business days of the commencement of the leave. A request will be granted or denied in writing within seven (7) business days. Annual leave requests of 7.5 hours or less may require a 24 hour notice except in emergency situations.
- 22.7 Annual leave shall not be used until it has been accrued.
- 22.8 Annual leave accrued and used and the accumulated balance will be reported biweekly on the statement of earnings that accompanies the employee's paystub.
- 22.9 In unusual circumstances an employee may continue to accrue annual leave credit beyond this cumulative maximum for a period not to exceed two (2) months. Authorization to continue accruing annual leave beyond the designated maximum must be requested in writing through the employee's supervisor to the Human Resources Department prior to reaching the cumulative maximum.
- 22.10 Should the death of a family member occur during an employee's annual leave, the Human Resources Department may approve bereavement leave providing the Human Resources Department is notified in a timely basis and the request is reasonable.
- 22.11 Employees who leave the service of the Library will be permitted to use all accrued annual leave prior to the last day of employment consistent with the needs of the Library.

Personal Days

- 22.12 Employees will be credited with 21 hours of personal leave (prorated for Part-time I and Part-time II employees) the first pay period of each calendar year.
- 22.13 Current employees new to APLE positions after January 1, of the given calendar year, will be credited with personal days as follows (prorated for Part-time I and Part-time II employees):

January 1 – June 30	15.75 hours for the current calendar year
July 1 – December 31	10.5 hours for the current calendar year

- 22.14 Employees new to the Library hired after October 22, 2011 shall be credited with Personal Days as follows after 90 days of employment (prorated for Part-time I and Part-time II employees):

January 1 – June 30	11.25 hours for the current calendar year
July 1 – December 31	7.5 hours for the current calendar year

- 22.15 Employees hired after October 22, 2011 will be credited with 15 hours of personal leave (prorated for Part-time I and Part-time II employees) the first pay period of each calendar year, and 21 hours after 5 years of employment.
- 22.16 Personal days may be used for emergencies, additional annual leave, additional sick leave or bereavement and must be scheduled in advance, when appropriate. Personal days must be used by the last pay period in the calendar year they are credited. An employee will not receive payment for unused personal days.

ARTICLE 23 LEAVE OF ABSENCE WITHOUT PAY

- 23.1 Leaves of absence without pay may be granted for up to a total of ninety (90) days in one calendar year. To be eligible for a leave without pay, all other appropriate available leaves affording an employee the right to be absent from work with pay under this Agreement shall have been exhausted.
- 23.2 Request for unpaid leave shall be submitted on the appropriate forms and shall be made 20 calendar days prior to the effective date of the leave.

- 23.3 Each request shall be a request for not more than thirty (30) calendar days and shall state the reason and be accompanied by the appropriate documentation.
- 23.4 A request shall be submitted to the immediate supervisor who shall recommend approval or denial. Whatever his recommendation, the supervisor shall forward the request to the Human Resources Department. The Human Resources Department shall review the request and notify the employee of the Library's decision to approve or deny the request.
- 23.5 In extenuating circumstances, the Director may grant leaves of absence without pay beyond ninety (90) calendar days in one year.
- 23.6 The Library will hold a position for an employee on an approved leave of absence for the first thirty (30) calendar days of such leave.
- 23.7 The Library shall not be required to hold a position for an employee beyond the first thirty (30) calendar days on an approved leave of absence and it may be necessary to assign the employee to a different position upon his return.
- 23.8 An employee granted a leave of absence shall return to regular duty on the first scheduled day following the expiration of the approved leave. If the employee fails to report to work, this failure shall constitute a resignation of employment.
- 23.9 A leave of absence may not be requested for the purpose of entering into employment with another employer, unless the employment is related to an education program that is the basis of an educational leave.

ARTICLE 24 FMLA (Family and Medical Leave Act)

- 24.1 An employee who has been employed with the library for at least twelve (12) calendar months and has worked 1,250 hours in the previous calendar year can take up to 12 weeks of unpaid job-protection leave for certain family and medical reasons.
- 24.2 FMLA leave will be granted to an eligible employee for any of the following reasons:
- to care for the employee's child after birth, or placement in the employee's home for adoption or foster care; or

- to care for the employee's spouse, son or daughter or parent who have a serious health condition; or
 - for a serious health condition that makes the employee unable to perform the employee's job; or
 - because of any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty status, in support of a contingency operation.
- 24.3 An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember.
- 24.4 Any accrued paid leave must be substituted for unpaid leave.
- 24.5 An FMLA certification form from the health care provider who is treating the employee or the employee's eligible family member for a serious health condition must be submitted to Human Resources. In addition, the employee must submit the Leave of Absence form to his immediate supervisor. A leave may be denied if the following requirements are not met:
- An employee does not provide thirty (30) days advance notice when the leave is "foreseeable". If it is not foreseeable, notice must be given as soon as possible.
 - An employee does not provide an FMLA certification of serious health condition from the health care provider to support a request for leave. The Library may require a second or third opinion (at the Library's expense) for requests due to an employee's health condition, and a fitness for duty report before an employee is permitted to return to work.
- 24.6 The Library will maintain an employee's health care coverage for the duration of family leave to the extent it paid for the coverage before commencement of the leave. Upon return from family medical leave an employee will be restored to his original or an equivalent position with equivalent pay and benefits, and will not lose benefits that accrued prior to the start of the FMLA leave.
- 24.7 The Library will comply with the notice requirements under the Family and Medical Leave Act of 1993.
- 24.8 This Article will not reduce benefits afforded under the Family and Medical Leave Act of 1993.

ARTICLE 25 MILITARY LEAVE

- 25.1 An employee shall be granted leave to serve in the Armed Forces of the United States or the National Guard upon proper authorization of the relevant military authority for a period not to exceed thirty-one (31) working days, in one (1) calendar year. An employee desiring to take military leave must apply for the leave with the Human Resources Department prior to being credited with said leave.
- 25.2 The employee shall be entitled to be paid an amount equal to the differential between his wages from the military and what the employee would have otherwise earned in the employment of the Library for the period of paid leave, to the extent the employee wages in the military are lower.
- 25.3 An employee called or ordered to the uniform services for longer than the aforementioned thirty-one (31) working days, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence, the lesser of the following:
- The difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniform pay and allowance received that month;
 - Five hundred dollars.
- 25.4 The determination of reinstatement and reemployment rights of an employee in the uniformed services shall be made in accordance with "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4301, et. seq.
- 25.5 Working days shall be defined as Monday through Friday.

ARTICLE 26 EDUCATIONAL LEAVE

- 26.1 An employee may request a leave for educational purposes to attend classes or study in a discipline which is related to his work at the Library and/or advancement in his position. A leave may be granted for a period not to exceed two (2) calendar years. The employee may not be paid while on educational leave.
- 26.2 A written request stating the employee's proposed program, school, course work or field of study shall be submitted to the employee's immediate supervisor who shall recommend approval or nonapproval. The supervisor shall submit the employee's request to the Human Resources Department which shall review the request and recommendations and notify the employee of the Library's decision to approve or deny the leave request.
- 26.3 The Library shall be required to hold a position for a period of three (3) months for an employee on educational leave or reduced to part time status to pursue educational advancement. By mutual agreement this period may be extended. Preference will be given the employee returning from educational leave in filling an appropriate vacancy over outside applicants. An educational leave shall not be considered as a break in eligible years of service. Nothing in this article is intended to supersede the Recall provisions of Article 16.
- 26.4 It shall be the employee's responsibility to contact the Human Resources Department one (1) month prior to the end of his leave concerning plans for return to the Library. The Library will place the employee on a preferential vacancy list for a period not to exceed 1 calendar year and the employee will be offered the next vacancy for which he qualifies.

ARTICLE 27 BEREAVEMENT

- 27.1 Employees shall be entitled to bereavement leave following the death of a family member. The appropriate length of bereavement leave is outlined as follows:

Six (6) days	For the death of an employee's parent, current spouse, domestic partner, child, or sibling.
Three (3) days	For the death of an employee's grandparent, grandchild, stepchild, mother-in-law or father-in-law, son-in-law, or daughter-in-law.
Two (2) days	death of an employee's aunt or uncle, niece or nephew.
One (1) day	For the death of an employee's first cousin, brother-in-law, sister-in-law, or great grandparent.

- 27.2 For the purpose of this Article, a person is the brother-in-law of an employee if that person is the employee's current spouse's brother or the employee's sister's current spouse. For the purposes of this Article, a person is the sister-in-law of an employee if that person is the sister of an employee's current spouse or the employee's brother's current spouse.
- 27.3 For the purposes of this Article, a person is the mother-in-law of an employee if that person is the mother of the employee's current spouse, and a person is the father-in-law of an employee if that person is the father of the employee's current spouse.
- 27.4 The Library may request documentation of death (i.e. obituary, funeral card, etc.) and the Library may verify the relationship of the deceased to the employee.
- 27.5 In addition to Bereavement Leave, two (2) consecutive annual leave days or personal days may be requested, and if denied the employee may appeal to the Human Resources Department.
- 27.6 Bereavement leave days are generally intended to be taken consecutively unless prior approval is given by Human Resources.

ARTICLE 28 JURY DUTY

- 28.1 An employee who is required to serve on jury duty shall be paid his regular rate of pay, without deduction for jury fees received from the court, during such time which coincides with his scheduled work hours. In order for an employee to receive pay under this section, the employee must secure a certificate from the Clerk of the Court in which he served indicating the length of the employee's service on the jury.
- 28.2 An employee who is scheduled to be on call for a number of days shall have his scheduled work hours changed to the day shift, if he has been previously scheduled to work at night on those days.
- 28.3 An employee serving a full day on jury duty will not be required to return to work for any additional scheduled hours, and will be compensated for the entire day. An employee serving a full week on jury duty will not be required to work any additional hours for that week and will be compensated for the entire week.

ARTICLE 29 DEPARTURE AND ABANDONMENT

If any employee not on an approved leave fails to notify his immediate supervisor of his intended absence from work for more than three (3) consecutive workdays, such failure shall constitute a resignation of employment, effective at the end of the third (3rd) workday.

ARTICLE 30 WAGES

30.1 The Library shall retain its method of compensation by grade level and step increases within each grade. The Library shall continue its practice of making incremental adjustments for employees. Increments shall occur as follows with the first pay period that includes:

February 1	October 1 – January 31
June 1	February 1 – May 30
October 1	June 1 – September 30

depending on the employee's anniversary date of hire or reclassification date. Incremental increases are awarded for satisfactory performance.

30.2 Effective the pay period that includes October 1, 2011, the Library will grant the following percentage wage increase:

2011 – 1.6 % increase

30.3 The Library and APLE agree to reopen the contract in the second year for the purposes of wages only.

30.4 Effective October 22, 2011, any new Library hire into APLE positions will be paid using an alternate salary table.

30.5 The salary schedules, which include the negotiated wage increases, and the alternate salary schedule for employees hired after October 22, 2011 are attached as Exhibits A and B.

30.6 Direct deposit is required.

ARTICLE 31 RETIREMENT PLAN

31.1 The Library shall continue to participate in the Ohio Public Employee Retirement System (OPERS) as required by law.

- 31.2 Full-time employees and Part-time I and Part-time II employees shall be required to participate in OPERS. The employer shall continue to offer the OPERS Pickup Program and shall pay employee's contribution of 10% in addition to the employer's contribution of 14%. Limited Part-time employees will continue to receive the appropriate pro-rated amount. The OPERS pickup for employees hired after October 22, 2011 will be 5% of employee salary.
- 31.3 The OPERS employee's contribution paid by the Library shall be considered the employee's contribution for the purposes of withdrawal if an employee leaves the OPERS coverage.

ARTICLE 32 HEALTH INSURANCE

- 32.1 Effective January 1, 2012 the Library will provide health care coverage for Full-time, Part-time I and Part-time II employees with the employee making the following monthly contributions and prescription drug co-payments:

Single Coverage	Full-time	Part-time I	Part-time II
HMO Medical/Rx	10%	25%	50%
POS Medical/Rx	10%	25%	50%
Dental	10%	25%	50%

Family Coverage	Full-time	Part-time I	Part-time II
HMO Medical/Rx	10%	25%	50%
POS Medical/Rx	10%	25%	50%
Dental	10%	25%	50%

- 32.2 Effective January 1, 2013, employee contributions for healthcare will increase as follows:

Single Coverage	Full-time	Part-time I	Part-time II
HMO Medical/Rx	15%	25%	50%
POS Medical/Rx	15%	25%	50%
Dental	15%	25%	50%

Family Coverage	Full-time	Part-time I	Part-time II
HMO Medical/Rx	15%	25%	50%
POS Medical/Rx	15%	25%	50%
Dental	15%	25%	50%

32.3 Prescription drugs co-payment:

Mandatory mail order for maintenance drugs with a 90-day supply:	\$ 8.00	Generic
	\$ 38.00	Preferred Brand
	\$ 68.00	Brand (Non-preferred)
	\$100.00	Specialty/Biologics
Retail for a 30-day supply:	\$ 4.00	Generic
	\$ 19.00	Preferred Brand
	\$ 34.00	Brand (Non-preferred)
	\$ 50.00	Specialty/Biologics

32.4 The Library agrees to give the Union 45 days notice of any premium increase. Increases in employee contributions will not exceed 10% per year.

32.5 The choice of carrier for all forms of health insurance remains solely with the Library. The Library may elect to participate in a health care consortium for the purpose of purchasing medical coverage for all eligible employees.

ARTICLE 32-A EMPLOYEE ASSISTANCE PROGRAM

The Library will continue its participation in an Employee Assistance Program. If a committee is formed to evaluate and recommend a new provider, APLE will participate as a member of the committee.

ARTICLE 33 LIFE INSURANCE

33.1 An employee classified as Full-time (as defined in the Definition of Status Article) shall become eligible for life insurance coverage upon the satisfactory completion of his six (6) month Class A probationary period in the amount of \$48,000.

33.2 The Library shall pay the premium for the employee's life insurance coverage.

ARTICLE 34 MILEAGE ALLOWANCE

An employee who is required to use his own vehicle to attend to Library business shall be reimbursed a mileage allowance for the use of the vehicle at the rate of 85% of the IRS reimbursement rate. A mileage allowance shall also be paid when an employee is required to work a split shift. The appropriate form shall be completed and forwarded to the Finance Office no later than the 15th of the following month to receive reimbursement.

ARTICLE 35 LIBRARY-APLE MEETINGS

- 35.1 The purpose of the APLE-Management meetings is to discuss issues arising out of the collective bargaining agreement, or other issues by mutual consent.
- 35.2 The Library will schedule monthly committee meetings with APLE or as requested by either party. The committee shall consist of three (3) Representatives of APLE, the Human Resources Manager and three (3) management representatives. Additional APLE personnel and/or managers may attend as needed. The parties will contribute to an agenda that will be prepared by the Human Resources Department prior to the meeting.
- 35.3 The Committee shall discuss issues and attempt to resolve concerns related to the collective bargaining agreement. Discussion topics may include concerns pertaining to personnel policies and practices, programs, safety, buildings, ergonomics and the administration of this agreement. The committee and/or APLE may find it necessary to utilize outside consultants in recommending changes or new programs for consideration by the Library.
- 35.4 In addition, the Library-APLE Committee will discuss group health insurance plan alternatives and coverage options, such as vision, for full-time and part-time regular employees.
- 35.5 The Library will discuss with APLE all proposed changes in personnel policies and practices prior to their implementation, and will consider any concerns expressed by APLE prior to making a final decision.
- 35.6 Prior to subcontracting work normally performed by APLE, the Library Director or his designee shall discuss the recommendation with APLE.
- 35.7 APLE agrees to continue discussions with the Library regarding appropriate wellness programs.

ARTICLE 36 NO STRIKE/NO LOCKOUT

- 36.1 During the term of the Agreement or any extensions thereof, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from a bargaining unit member's position, no stoppage of work, no slow down, or absence in whole or in part from the full, faithful and proper performance of the duties of employment.
- 36.2 Any bargaining unit member violating the provisions of this Article may be disciplined.
- 36.3 APLE agrees that it shall at all times cooperate with the Library to see that operations are continued in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any conduct in violation of this Article occurs, APLE shall promptly notify all employees that the conduct is prohibited and not in any way sanctioned or approved by APLE. APLE shall promptly request all bargaining unit members to cease any such conduct and return to work at once.

ARTICLE 37 SAVINGS CLAUSE

If any provision of this Agreement is found to be contrary to law by any agency or court of competent jurisdiction, from whose judgment or decree no appeal has been taken within the time provided for, such provision shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 38 ZIPPER CLAUSE

- 38.1 It is understood and agreed that this Agreement contains all of the Agreements of APLE and the Library and that the same may be amended and altered only by an agreement in writing signed by the other party.
- 38.2 The Library and APLE agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, except to the extent expressly stated to the contrary above, it is agreed that for the life of this Agreement

each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter whether or not referred to in this Agreement.

ARTICLE 39 DURATION

- 39.1 This Agreement shall be in effect on October 22, 2011 and shall remain in effect until October 21, 2014.
- 39.2 If either party desires to terminate this Agreement, that party should give written notice of such intent to the other party at least sixty (60) days prior to the expiration date of this Agreement or the Agreement shall automatically renew for a period of one (1) year and for one (1) year periods thereafter until such notice of a desire to terminate is given. Notwithstanding the date on which this Agreement is signed by the parties, the expiration date for the purposes of paragraph (B) shall be treated as October 21, 2014.

Toledo-Lucas County Public Library

By: Dennis G. Johnson
Dennis G. Johnson, President
Board of Trustees

By: Clyde S. Scoles
Clyde Scoles
Library Director

By: Susan F. Skitowski
Susan F. Skitowski
Human Resources Manager

Negotiating Team

By: Jill Clever
Jill Clever, Manager
Local History & Genealogy

By: Jeffrey Godzak
Jeffrey Godzak, Assistant Manager
Human Resources

By: Faith Hairston
Faith Hairston, Manager
Kent Branch

Association of Public Library Employees

By: Don Yates
Don Yates, President
TAAP-UAW, Local 5242

By: David Lutz
David Lutz, Co-President
APLE

By: Tamara Davis
Tamara Davis, Co-President
APLE

Negotiating Team

By: Amy Hartman
Amy Hartman, Librarian II/Adult Services
Technical Services

By: Elizabeth Talty
Elizabeth Talty, Librarian I/Children's Services
Holland Branch

By: Michelle W. Thomas
Michelle Thomas, Librarian II/Children's Services
Sanger Branch

EXHIBIT A
SALARY SCHEDULE

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH PICKUP
6A	1	\$16.05	\$31,302.96	\$34,433.26
	2	\$16.70	\$32,556.70	\$35,812.37
	3	\$17.34	\$33,810.45	\$37,191.49
	4	\$17.98	\$35,063.18	\$38,569.49
	5	\$18.62	\$36,315.90	\$39,947.49
	6	\$19.27	\$37,568.63	\$41,325.50
	7	\$19.91	\$38,820.34	\$42,702.38
	8	\$20.55	\$40,074.09	\$44,081.50
	9	\$21.19	\$41,326.82	\$45,459.50
6	1	\$19.43	\$37,882.58	\$41,670.83
	2	\$20.22	\$39,426.90	\$43,369.59
	3	\$21.01	\$40,970.20	\$45,067.22
	4	\$21.80	\$42,516.55	\$46,768.21
	5	\$22.92	\$44,690.79	\$49,159.87
	6	\$23.72	\$46,260.51	\$50,886.56
	7	\$24.53	\$47,827.18	\$52,609.90
	8	\$25.33	\$49,386.74	\$54,325.42
	9	\$26.01	\$50,719.74	\$55,791.71
7	1	\$21.90	\$42,695.37	\$46,964.90
	2	\$22.79	\$44,445.94	\$48,890.53
	3	\$23.69	\$46,200.57	\$50,820.62
	4	\$24.95	\$48,659.29	\$53,525.22
	5	\$25.87	\$50,439.32	\$55,483.25
	6	\$26.78	\$52,216.30	\$57,437.93
	7	\$27.67	\$53,961.79	\$59,357.97
	8	\$28.56	\$55,700.17	\$61,270.18
	9	\$29.34	\$57,203.85	\$62,924.23
8	1	\$24.00	\$46,801.02	\$51,481.13
	2	\$25.00	\$48,751.74	\$53,626.92
	3	\$26.00	\$50,695.35	\$55,764.89
	4	\$27.40	\$53,420.26	\$58,762.29
	5	\$28.41	\$55,398.42	\$60,938.26
	6	\$29.42	\$57,374.54	\$63,111.99
	7	\$30.40	\$59,284.62	\$65,213.08
	8	\$31.38	\$61,195.71	\$67,315.28
	9	\$32.23	\$62,848.74	\$69,133.62

EXHIBIT B
SALARY SCHEDULE

Alternate salary schedule for any new Library hire into APLE positions after October 22, 2011.

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH PICKUP (5% PICKUP)
6A	1	\$16.18	\$31,560.67	\$33,138.71
	2	\$16.99	\$33,138.71	\$34,795.64
	3	\$17.84	\$34,795.64	\$36,535.42
	4	\$18.74	\$36,535.42	\$38,362.19
	5	\$19.67	\$38,362.19	\$40,280.30
	6	\$20.66	\$40,280.30	\$42,294.32
	7	\$21.69	\$42,294.32	\$44,409.03
6	1	\$18.39	\$35,864.40	\$37,657.62
	2	\$19.31	\$37,657.62	\$39,540.50
	3	\$20.28	\$39,540.50	\$41,517.53
	4	\$21.29	\$41,517.53	\$43,593.40
	5	\$22.36	\$43,593.40	\$45,773.07
	6	\$23.47	\$45,773.07	\$48,061.73
	7	\$24.65	\$48,061.73	\$50,464.81
7	1	\$20.90	\$40,755.00	\$42,792.75
	2	\$21.95	\$42,792.75	\$44,932.39
	3	\$23.04	\$44,932.39	\$47,179.01
	4	\$24.19	\$47,179.01	\$49,537.96
	5	\$25.40	\$49,537.96	\$52,014.86
	6	\$26.67	\$52,014.86	\$54,615.60
	7	\$28.01	\$54,615.60	\$57,346.38
8	1	\$23.41	\$45,645.60	\$47,927.88
	2	\$24.58	\$47,927.88	\$50,324.27
	3	\$25.81	\$50,324.27	\$52,840.49
	4	\$27.10	\$52,840.49	\$55,482.51
	5	\$28.45	\$55,482.51	\$58,256.64
	6	\$29.88	\$58,256.64	\$61,169.47
	7	\$31.37	\$61,169.47	\$64,227.94

EXHIBIT C
PROFESSIONAL DEVELOPMENT

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

To continue the Library's commitment to professional collaboration, and to promote professional development it is our intent to:

- Continue the Peer Mentor Program.
- Continue providing APLE input to staff development programs through the APLE/Library meetings.
- Provide a minimum of three (3) Children's Librarian staff meetings annually, and permit all Children's Librarians to attend.
- Schedule quarterly Agency Staff meetings.
- Provide each staff member with an Identification Badge which must be worn, and require employees to be well groomed and dressed in appropriate attire. The Library, in conferring with APLE, has adopted a policy and identified an official line of Library logo clothing which may be worn as an alternative to the standard dress code per the terms of the policy. The logo clothing may be purchased by employees at their own expense.

Susan F. Skitowski
Human Resources Manager

EXHIBIT D
JOB SHARING

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

This will confirm the agreement between APLE and the Library regarding job sharing. It is understood that job sharing is two employees sharing the responsibilities of one full-time position, with salary and fringe benefits prorated.

The Library will continue its past practice of utilizing job sharing arrangements when it meets the needs of the Library.

Susan F. Skitowski
Human Resources Manager

EXHIBIT E
PROFESSIONAL MEMBERSHIP DUES

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

This will confirm the understanding between APLE and the Library regarding the payment of professional library membership dues.

The Library will pay an amount not to exceed \$250.00 for full-time employees and the appropriate amount for part-time employees towards membership in a professional library organization(s) (e.g. ALA, OLC or other approved by the Administration).

To be eligible for this benefit, an employee must file the appropriate forms and have completed the initial Class A probationary period. The Finance Office will deduct the employee's contribution (when required) during the month of January or at the completion of an employee's initial probationary period.

The Library will not be responsible for dues on, or after October 1, of each calendar year.

Susan F. Skitowski
Human Resources Manager

EXHIBIT F
SUNDAY SCHEDULING

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

Employees throughout the Library system will be given the opportunity to volunteer to work on Sunday according to seniority. Should no employee from the system volunteer, the least senior employee in the bargaining unit may be required to work, or the Library may assign a substitute.

The present system of seniority for Sunday hours shall be formalized, with “drafting” of least senior employees limited to no more than once per quarter as scheduling demands.

No one shall be permitted to work more than 2 Sundays per month, unless no one else has volunteered.

Employees who work on Sunday shall receive one and one-half times their applicable rate of pay. As an alternative, an employee would have the option of electing to receive compensatory time at the rate of one and one-half times the actual hours worked, to be taken in the same pay period or the one immediately following.

Susan F. Skitowski
Human Resources Manager

EXHIBIT G
SUNDAYS & HOLIDAY

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

The Library will close on the following Sundays and Holidays:

2012	April 8	Sunday
	May 28	Sunday
	September 3	Sunday
2013	March 31	Sunday
	May 27	Sunday
	September 2	Sunday
2014	April 20	Sunday
	May 26	Sunday
	September 1	Sunday

If closing, the Library will give APLE thirty (30) days notice:

2011	December 26	Monday
2012	January 2	Monday

Early closure holiday eves will not result in a loss of regularly scheduled hours for a Full-time employee.

Susan F. Skitowski
Human Resources Manager

EXHIBIT H
LIBRARIAN I CLASSIFICATION

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

Librarian Is with 15 years of seniority with the Toledo-Lucas County Public Library will be granted two additional Steps, 10 and 11. Each Step, 10 and 11, will be based on a 2.5% increase.

These additional steps will be awarded as increments based on satisfactory performance as follows:

	GRADE/ STEP	HOURLY	ANNUAL	ANNUAL WITH PICKUP
Oct. 2011	Grade 6			
	Step 10	\$26.59	\$51,859.69	\$57,045.66
	Step 11	\$27.07	\$52,791.36	\$58,070.50

Employees hired after October 22, 2011 will not be eligible for Steps 10 and 11.

Susan F. Skitowski
Human Resources Manager

EXHIBIT I
MAIN LIBRARY PARKING

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

This memorandum is to confirm our understanding regarding parking for bargaining unit members that are assigned to work at Main Library.

The Library agrees to provide free parking to all bargaining unit members that are assigned to work at Main Library.

Susan F. Skitowski
Human Resources Manager

EXHIBIT J
GRADE 8 / SPECIALIST

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

All existing Grade 8, Librarian Specialists will be grandfathered as classified.

Whenever a grandfathered position becomes vacant, the Library will discuss its plans/needs with APLE to determine the duties and responsibilities of the Specialist to be advertised.

Susan F. Skitowski
Human Resources Manager

EXHIBIT K
PERFORMANCE EVALUATIONS

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

The purpose of performance evaluations is to analyze performance in relation to the mission of the Library. Its goal is to recognize performance and to suggest future areas of improvement. It is understood that performance evaluations are not corrective action.

The direct supervisor will complete an annual evaluation on or about the employee's scheduled anniversary date, during steps 1–8. Following the top step, performance evaluations shall be completed a minimum of every two (2) years.

The supervisor will share the employee's evaluation with the employee in a face-to-face meeting. Both parties will sign the evaluation and 1 copy will be submitted to Human Resources for the personnel file. Employees have the right to submit a written rebuttal to their personnel file.

APPLE and the Library agree to explore standardizing and formalizing the APPLE employee evaluation format.

Susan F. Skitowski
Human Resources Manager

EXHIBIT L
PREPARATION TIME

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

This letter will confirm the understanding between APLE and the Library that the Library will direct agency managers to confer with staff regarding preparation time.

Susan F. Skitowski
Human Resources Manager

EXHIBIT M
INTERVIEW PROCESS / AGENCY MANAGER

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

This letter will confirm the understanding between APLE and the Library regarding the interview process. The Library is interested in experimenting with new interview process elements for some positions and agrees on a trial basis to the following:

- Beginning in 2009, the Library will provide APLE members the opportunity to meet final candidate(s) for vacant agency manager positions at their agencies.
- The Library will ask APLE members to provide feedback on the candidate(s).
- This process will be applied only when the final candidate(s) does not already work at the agency where the vacancy exists.
- The Library and APLE will review the success of this initiative.

Susan F. Skitowski
Human Resources Manager

EXHIBIT N
RESTORATION OF STATUS

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

In recognition of any APLE members who lost their status in October of 2009 and who have not been previously restored, the Library will consider those APLE members first for openings of higher status in which they meet the qualifications in seniority order.

Susan F. Skitowski
Human Resources Manager

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EXHIBIT O
SALARY SCHEDULE

February 2013

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP
6	1	\$19.7766	\$38,564.47	\$42,420.91
	2	\$20.5829	\$40,136.58	\$44,150.24
	3	\$21.3885	\$41,707.66	\$45,878.43
	4	\$22.1958	\$43,281.85	\$47,610.03
	5	\$23.3309	\$45,495.22	\$50,044.75
	6	\$24.1504	\$47,093.20	\$51,802.52
	7	\$24.9682	\$48,688.07	\$53,556.88
	8	\$25.7824	\$50,275.70	\$55,303.27
	9	\$26.4783	\$51,632.70	\$56,795.96
7	1	\$22.2892	\$43,463.89	\$47,810.28
	2	\$23.2031	\$45,245.97	\$49,770.56
	3	\$24.1191	\$47,032.18	\$51,735.40
	4	\$25.4026	\$49,535.16	\$54,488.67
	5	\$26.3319	\$51,347.23	\$56,481.95
	6	\$27.2596	\$53,156.19	\$58,471.81
	7	\$28.1708	\$54,933.10	\$60,426.41
	8	\$29.0783	\$56,702.77	\$62,373.05
	9	\$29.8633	\$58,233.52	\$64,056.87
8	1	\$24.4325	\$47,643.44	\$52,407.78
	2	\$25.4509	\$49,629.27	\$54,592.20
	3	\$26.4656	\$51,607.87	\$56,768.65
	4	\$27.8881	\$54,381.82	\$59,820.01
	5	\$28.9208	\$56,395.59	\$62,035.15
	6	\$29.9525	\$58,407.28	\$64,248.01
	7	\$30.9496	\$60,351.74	\$66,386.92
	8	\$31.9473	\$62,297.23	\$68,526.96
	9	\$32.8103	\$63,980.02	\$70,378.02

EXHIBIT P
SALARY SCHEDULE

February 2013

Alternate salary schedule for any new Library hire into APLE after October 22, 2011.

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP (5% PICKUP)
6-Alt	1	\$18.7231	\$36,509.96	\$38,335.46
	2	\$19.6592	\$38,335.46	\$40,252.23
	3	\$20.6422	\$40,252.23	\$42,264.84
	4	\$21.6743	\$42,264.85	\$44,378.09
	5	\$22.7580	\$44,378.08	\$46,596.99
	6	\$23.8959	\$46,596.99	\$48,926.83
	7	\$25.0907	\$48,926.84	\$51,373.18
7-Alt	1	\$21.2762	\$41,488.59	\$43,563.02
	2	\$22.3400	\$43,563.02	\$45,741.17
	3	\$23.4570	\$45,741.17	\$48,028.23
	4	\$24.6299	\$48,028.23	\$50,429.64
	5	\$25.8614	\$50,429.64	\$52,951.13
	6	\$27.1544	\$52,951.13	\$55,598.68
	7	\$28.5121	\$55,598.68	\$58,378.61
8-Alt	1	\$23.8293	\$46,467.22	\$48,790.58
	2	\$25.0208	\$48,790.58	\$51,230.11
	3	\$26.2249	\$51,138.49	\$53,695.41
	4	\$27.5854	\$53,791.62	\$56,481.20
	5	\$28.9647	\$56,481.20	\$59,305.25
	6	\$30.4130	\$59,305.26	\$62,270.52
	7	\$31.9336	\$62,270.52	\$65,384.05

EXHIBIT H
LIBRARIAN I CLASSIFICATION

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

Librarian Is with 15 years of seniority with the Toledo-Lucas County Public Library will be granted two additional Steps, 10 and 11. Each Step, 10 and 11, will be based on a 2.5% increase.

These additional steps will be awarded as increments based on satisfactory performance as follows:

	GRADE/ STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP
Oct. 2011	Grade 6			
	Step 10	\$26.59	\$51,859.69	\$57,045.66
	Step 11	\$27.07	\$52,791.36	\$58,070.50

Employees hired after October 22, 2011 will not be eligible for Steps 10 and 11.

Susan F. Skitowski
Human Resources Manager

	GRADE/ STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP
Feb. 2013	Grade 6			
	Step 10	\$27.0734	\$52,793.16	\$58,072.48
	Step 11	\$27.5598	\$53,741.60	\$59,115.76

Board Approved 03.28.2013

EXHIBIT Q
SALARY SCHEDULE

October 2013

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP
6	1	\$20.1326	\$39,258.63	\$43,184.49
	2	\$20.9534	\$40,859.04	\$44,944.95
	3	\$21.7735	\$42,458.40	\$46,704.24
	4	\$22.5953	\$44,060.92	\$48,467.01
	5	\$23.7508	\$46,314.14	\$50,945.55
	6	\$24.5851	\$47,940.88	\$52,734.96
	7	\$25.4177	\$49,564.45	\$54,520.90
	8	\$26.2465	\$51,180.66	\$56,298.73
	9	\$26.9549	\$52,562.08	\$57,818.29
7	1	\$22.6904	\$44,246.24	\$48,670.86
	2	\$23.6207	\$46,060.39	\$50,666.43
	3	\$24.5532	\$47,878.76	\$52,666.64
	4	\$25.8599	\$50,426.79	\$55,469.47
	5	\$26.8059	\$52,271.48	\$57,498.63
	6	\$27.7503	\$54,113.00	\$59,524.31
	7	\$28.6779	\$55,921.90	\$61,514.09
	8	\$29.6018	\$57,723.42	\$63,495.77
	9	\$30.4009	\$59,281.72	\$65,209.89
8	1	\$24.8723	\$48,501.02	\$53,351.12
	2	\$25.9090	\$50,522.60	\$55,574.86
	3	\$26.9420	\$52,536.81	\$57,790.49
	4	\$28.3901	\$55,360.70	\$60,896.77
	5	\$29.4414	\$57,410.71	\$63,151.78
	6	\$30.4916	\$59,458.61	\$65,404.47
	7	\$31.5067	\$61,438.07	\$67,581.88
	8	\$32.5224	\$63,418.58	\$69,760.44
	9	\$33.4009	\$65,131.66	\$71,644.82

EXHIBIT R
SALARY SCHEDULE

October 2013

Alternate salary schedule for any new Library hire into APLE after October 22, 2011.

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP (5% PICKUP)
6-Alt	1	\$19.0601	\$37,167.14	\$39,025.50
	2	\$20.0131	\$39,025.50	\$40,976.77
	3	\$21.0137	\$40,976.77	\$43,025.61
	4	\$22.0644	\$43,025.61	\$45,176.89
	5	\$23.1676	\$45,176.89	\$47,435.73
	6	\$24.3260	\$47,435.73	\$49,807.52
	7	\$25.5423	\$49,807.52	\$52,297.90
7-Alt	1	\$21.6592	\$42,235.38	\$44,347.15
	2	\$22.7421	\$44,347.15	\$46,564.51
	3	\$23.8792	\$46,564.51	\$48,892.74
	4	\$25.0732	\$48,892.74	\$51,337.38
	5	\$26.3269	\$51,337.38	\$53,904.25
	6	\$27.6432	\$53,904.25	\$56,599.46
	7	\$29.0254	\$56,599.46	\$59,429.43
8-Alt	1	\$24.2583	\$47,303.63	\$49,668.81
	2	\$25.4712	\$49,668.81	\$52,152.25
	3	\$26.6969	\$52,058.98	\$54,661.93
	4	\$28.0820	\$54,759.87	\$57,497.86
	5	\$29.4861	\$57,497.86	\$60,372.75
	6	\$30.9604	\$60,372.75	\$63,391.39
	7	\$32.5084	\$63,391.39	\$66,560.96

EXHIBIT H
LIBRARIAN I CLASSIFICATION

October 2011

Don Yates, President
TAAP-UAW, Local 5242
425 Jefferson /Secor Building – Suite 542
Toledo, OH 43604

Dear Mr. Yates:

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Employees hired after October 22, 2011 will not be eligible for Steps 10 and 11.

Susan F. Skitowski
Human Resources Manager

	GRADE/ STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP
Feb. 2013	Grade 6			
	Step 10	\$27.0734	\$52,793.16	\$58,072.48
	Step 11	\$27.5598	\$53,741.60	\$59,115.76

Board Approved 03.28.2013

	GRADE/ STEP	HOURLY	ANNUAL	ANNUAL WITH OPERS PICKUP
Oct. 2013	Grade 6			
	Step 10	\$27.5607	\$53,743.44	\$59,117.79
	Step 11	\$28.0559	\$54,708.95	\$60,179.85

Board Approved 03.28.2013