

STATE EMPLOYMENT  
RELATIONS BOARD

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FINAL

**AN AGREEMENT**

between

**THE MENTOR PUBLIC LIBRARY**

and

**SEIU/DISTRICT 1199 WV/KY/OH, THE HEALTH CARE AND  
SOCIAL SERVICE UNION, CTW, CLC**

**EFFECTIVE: January 1, 2012**

**EXPIRES: December 31, 2014**

STATE EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE 1**

### **PURPOSE**

1.01 This Agreement is entered into between the Mentor Public Library, hereinafter referred to as the "Employer," and the SEIU/District 1199 WV/KY/OH, the Health Care and Social Service Union, CTW, CLC, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties. Unless specified to the contrary, all references herein to "Executive Director" include the Executive Director or designee.

1.02 The intent and purpose of this Agreement are to establish harmonious and productive relationships between the Employer and the staff who are subject hereto; to clarify certain rights, privileges, responsibilities, and obligations of the parties together with certain working conditions; and to establish an amicable process of collective bargaining.

## **ARTICLE 2**

### **RECOGNITION**

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time and regular part-time employees employed in the job classifications listed in Article 31, excluding all casual part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue as provided by law.

2.02 In the event the Employer substantially changes and increases job duties to any existing classification or creates a new classification, the Union may request negotiations for an establishment of a new wage rate based upon such increased duties or the inclusion and/or exclusion of such position within the bargaining unit and the appropriate wage rate.

If the parties disagree on the inclusion of the classification the Union may invoke proceedings with SERB under OAC 4117-5-01(E)(1) or (2) as the exclusive method of resolving the issue of inclusion or exclusion of the new job classification. The appropriate petition shall be limited to the new job classification only. If the parties agree on inclusion, but cannot reach agreement on the wage rate for the new classification or an existing classification with substantial changes and increased job duties, the Employer shall establish a temporary rate and/or classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance at Step 3 of the Grievance Procedure. If the matter is arbitrated, the Arbitrator shall have the authority to establish a new wage rate or to place the position in an existing classification rate, which shall be effective on the date the Arbitrator issues the Award. The Arbitrator's decision shall be based on pay grades of similar positions with the Employer with respect to wage rates.

2.03 A "regular part-time" employee shall be defined as an employee that is regularly scheduled to work twelve (12) hours, or more, but less than forty (40) hours per week.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the

right to: (a) hire, discharge, transfer, suspend, and discipline employees for just cause; (b) determine the number of persons required to be employed or laid off; (c) determine the qualifications of employees covered by this Agreement; (d) determine the starting and quitting time and the number of hours to be worked by its employees; (e) make any and all reasonable rules and regulations; (f) determine the work assignments of its employees; (g) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (h) determine the type of equipment used and the sequence of work processes; (i) determine the making of technological alterations by revising either process or equipment or both; (j) determine work standards and the quality and quantity of work to be produced; (k) select and locate buildings and other facilities; (l) establish, expand, transfer and/or consolidate work processes and facilities; (m) transfer or subcontract work; (n) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect to the legal status, management, or responsibility of such property, facilities, processes of work; and (o) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

#### **ARTICLE 4**

#### **UNION DUES AND FAIR SHARE FEES**

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

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

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

4.04 The Employer agrees to deduct initiation fees, dues, and fair share fees promulgated in accordance with the Constitution and Bylaws of the Union from the pay of employees. The

Employer will deduct initiation fees, dues or fair share fees from bargaining unit employees from all paychecks. All deductions shall be transmitted to the Union no later than the fourteen (14) calendar days following the deduction, together with a list of the employees in the bargaining unit paying such dues or fees by payroll deduction, including information for each employee on the number of hours worked and/or paid, and the employee's rate of pay. Upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

4.05 The Employer will withhold Political Action Fund contributions from the biweekly paychecks of those employees who submit a voluntary payroll deduction form authorizing such deduction. The Employer shall remit to the Union monthly the total checkoff amount along with a list showing the names and amounts deducted from each employee.

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

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

## **ARTICLE 5**

## **NO-STRIKE**

5.01 During the term of this Agreement, the Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with the withholding of services from the Employer, except as provided by and in conformance with Ohio Revised Code Chapter 4117. et seq.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action as determined solely by the Employer, subject to the Grievance Procedure herein contained.

5.04 The Employer agrees that it will not lock-out any employees.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or disability, including sexual harassment.

6.02 The Employer and the Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and nonmembership.

## **ARTICLE 7**

### **PROBATIONARY PERIOD**

7.01 All new employees will be required to serve a probationary period of one hundred eighty (180) days. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission.

7.02 All newly promoted employees will be required to serve a promotional trial period of sixty (60) days. If the employee chooses to return to her prior position, any other employee(s) moved up because of the promotion shall move back to their prior position(s). At any time during the promotional trial period the Employer can return the employee to her prior position and this demotion shall not be appealable through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission. The promotional trial period shall commence at the time the employee is moved into the new classification.

7.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 7.01, above. Employees on probation shall not be eligible for any promotions, except for an increase in hours worked.

## **ARTICLE 8**

### **UNION REPRESENTATION**

8.01 The Employer will recognize the Union's Officer(s) and Delegate(s) for the purpose of administering this Agreement. Within one (1) week of the Union's election, re-election or appointment of its Officer(s) and Delegate(s), the Union will notify the Employer of their identities. All employees, including Union representatives shall be fully responsible for carrying out their duties and assignments as an employee of the Employer. Employees shall limit internal Union business to meal periods or breaks. The Union Staff Representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business upon advance notice to and approval of the Employer providing there is no disruption of the Employer's business. Such approval shall not be unreasonably denied.

8.02 Except as provided in this Section, there shall be no Union activity of any kind, no distribution or posting of any literature or other writing and no meetings of any kind or for any

purpose on the Employer's premises, including parking lots. This prohibition shall not extend to (a) conferences called and conducted by the Employer's administration, or (b) meetings of the Union representatives held during nonworking time, it being understood and agreed that such meetings shall not in any way interfere with the operations of the Employer or the performance of duties by any employee, and shall be held only in meeting rooms designated by the Employer, and in accordance with the normal procedure governing the use of such facilities in the public.

8.03 Union business is not to be conducted in public service areas, on telephones in public service areas, or on telephones being used for conducting Employer business. Union officers, representatives and other officials (including committee chairs and members), may perform Union business only on breaks or on meal periods. The Employer shall designate an office for the purpose of meetings and conducting Union business during open Library hours. For larger group meetings at the Library, the Union shall follow the established procedures to reserve the Garfield Room. There shall be no room charge.

8.04 The Union shall reimburse the Employer for all Union business that incurs expense to the Employer including photocopying, printing, telephone charges and all supplies.

8.05 The Union Officer(s) and the Union Delegate(s) shall be allowed a reasonable amount of time for investigating and processing grievances which cannot be handled during non-working hours. Such activities shall not interfere with the operations of the Employer or the performance of duties by any employee. The Union Officer(s) or the Union Delegate(s) will request permission from the appropriate managers when attending to Union business on Employer time and document the time spent.

8.06 The Union Executive Board member shall be granted two (2) work days off without pay up to four (4) times per year to attend Union Executive Board Meetings. Request for time off shall be made in writing fourteen (14) days in advance of the Executive Board Meeting. Such employees may utilize vacation time instead of leave without pay.

8.07 Bulletin board space shall be provided for dissemination of official Union information where bargaining unit employee's work. The Employer will assign one (1) bulletin board at Main and one (1) at each branch in a staff area for Union use. Such bulletin boards shall be used only for such information as notices of Union meetings; Union election, names of representatives and officers of the Union, election results; and other general, non-controversial matters concerning the business of the Union.

8.08 The Union shall ensure that bulletin board postings contain no disparaging comments about the Employer or the Employer's employees. Union notices will not contain anything political, controversial or critical of the Employer or any of its employees or any other person. A copy of all posted materials shall be delivered to the Director's office immediately upon posting.

8.09 The Union will provide to the Employer a complete list of Union officers, committee chairs and other representatives and an up-to-date copy of the Union Constitution and Bylaws. The Union shall provide notification within thirty (30) days of any changes to the lists or documents and written copies of those changes.

8.10 The Employer will excuse from work with pay the Union Executive Board Member or designee to attend regular monthly Board of Trustees meetings, providing there is no adverse effect on the Employers' business. The Library will provide the Union's Executive Board member or designee the same agenda information that it sends to its Trustees at the Board of Trustees Meeting.

8.11 The Union may have reasonable use of the Employer's internal distribution system, providing such use does not interfere with the Employer's business.

8.12 Upon initial hire, the Employer will provide each new employee a copy of this Agreement. The Union shall be notified of the employee's name, date of hire, job classification, salary, home address and home phone number. Such information shall be supplied upon any promotions, demotions, transfers, terminations and leaves of absence.

8.13 The Employer may, at its discretion, upon advance request, allow employees to utilize vacation or unpaid leave to attend Union sanctioned training courses, providing adequate staffing levels are available at no cost to the Employer.

8.14 The Employer shall furnish to the Union names, addresses, phone numbers, employee numbers, employment status (e.g., part-time, full-time, etc.), hourly rate of pay, straight time hours of work in the bi-weekly pay period, dues deduction or fair share fee amount in the bi-weekly pay period, initiation fees deducted, and job classification for all current and new employees in the bargaining unit along with a list of terminations and resignations not later than fourteen (14) days following the month of hire/termination/resignation.

8.15 A Union Executive Board Member or designee shall be allowed to meet with employees that are newly hired in bargaining unit positions during duty hours for not more than fifteen (15) minutes within the first thirty (30) calendar days of employment with the consent of the Manager.

## ARTICLE 9

### INDIVIDUAL RIGHTS

9.01 Bargaining unit members shall be free to join or not to join the Union as they may choose, to participate in negotiations, to process grievances, and to exercise such other rights as they may have under O.R.C. Section 4117. et seq.

9.02 Upon the signing of a written authorization, members of the bargaining unit shall be entitled to payroll deduction for the membership dues.

9.03 An employee, or the employee's representative upon presentation of proper written authorization signed by the employee, shall have the right to examine, but not remove, materials maintained in the employee's personnel file, except preemployment information. An Employer representative will be present during such inspection. The file shall be made available for review and inspection by the employee or his/her representative within a responsible length of time, not to exceed five (5) working days. The employee is entitled to copy, at his/her own expense, any

information in the file which she/he may request. Any employee shall have the right to place a written rebuttal to any item or items in her/his personnel file; such rebuttal shall be appended to the disputed information.

9.04 Written disciplinary documents become a permanent part of an employee's personnel file. Written disciplinary documents shall not be considered for purposes of discipline twenty-four (24) months after entry, provided no further discipline for a similar infraction has occurred since that incident.

9.05 All items placed in the employee's personnel file shall contain the initials of the Administrator or Manager who authored or authorized the document to be placed in the file.

9.06 Neither party to this Agreement shall tape pre-deprivation hearings, investigatory meetings, labor management committee meetings, bargaining sessions, or routine conversations with bargaining unit members, unless mutually agreed otherwise.

## **ARTICLE 10 PERFORMANCE EVALUATIONS**

10.01 Supervisors will evaluate employees at least once during their probationary period within the first forty-five (45) days of the probationary period, and thereafter on an annual basis.

10.02 The performance evaluation shall be used as a tool of supervision and training. The purpose of an evaluation is to assess the employee's performance of his/her job as defined in his/her job description, to inform the employee of any strengths and/or weaknesses she/he may have in her/his performance, to provide the employee with additional instructions on improvement needed, to enable the employee to ask questions and make suggestions regarding his/her work, and to set performance objectives for the coming year. Supervisors will make a concerted effort to give feedback about problems as they arise to enable an employee to take corrective efforts to improve her/his performance.

10.03 The evaluation form will be completed by the supervisor. The supervisor shall meet privately with the employee in a non-public area allowing sufficient time for discussion. The employee's signature on the form will indicate that she/he has read the evaluation. The Employer shall supply each employee with a copy of her/his completed performance evaluation signed by the supervisor at the conclusion of the performance evaluation. If changes are made to an employee's evaluation after the employee has received a signed copy of his/her evaluation, the Employer shall provide the employee with a copy of the changed evaluation and shall meet with the employee to review such changes.

10.04 An employee may add a written response to the evaluation form that will be included in the employee's personnel file. To be included in the file, the response must be presented within seven (7) calendar days of receipt of the performance evaluation and signed by the supervisor. If an employee receives a changed evaluation after receipt of the signed copy of the initial evaluation, the employee shall have an additional seven (7) calendar days after meeting with their supervisor to review such changes to add a response to be included in the personnel file.

10.05 The Employer will provide the Union with a copy of the evaluation form. Each time a new evaluation form is adopted, the Employer will provide the Union with a copy of the new evaluation form within ten (10) days of adoption by the Board of Trustees.

10.06 Neither the timing nor the content of the performance evaluations are grievable.

## ARTICLE 11

### DISCIPLINE FOR JUST CAUSE

11.01 The Employer shall not demote, suspend, terminate, or take any disciplinary action against an employee without just cause. An employee may appeal a disciplinary action through the grievance procedure. Copies of any disciplinary notice shall be issued to the employee and the Union. In imposing discipline on the current charge, the Employer will not take into account any prior infraction which occurred more than twenty-four (24) months previously, unless there has been intervening disciplinary action.

11.02 The Employer's disciplinary policy shall be progressive in nature except as noted below, in that each progressive similar infraction of policy, rules or procedures may carry a penalty which is more severe. Disciplinary actions to be administered are as follows:

1. Verbal reprimand (Documentation will be provided to the employee and placed in the employee's personnel file).
2. Written reprimand.
3. Suspension.
4. Termination.

11.03 Nothing herein shall limit the right of the Employer to use any of the disciplinary steps, consistent with requirements of just cause, up to and including immediate discharge, for any offense that is of such a nature that use of progressive discipline is not appropriate or warranted. Examples of such offenses include but may not be limited to the following:

1. Gross insubordination.
2. Physical violence or threat of violence toward employees or patrons on Employer premises.
3. Unlawful manufacture, distribution, possession of any controlled substance on the Employer's premises, or misuse of prescription drugs on the Employer's premises.
4. Reporting to work under the influence of illegal drugs or alcohol.
5. Theft of Employer's property or property of an employee or Employer patron.

6. Falsification of employment application or other Employer record.
7. Violation of any law or regulation, such as possession of a weapon on Employer property, fighting or attempting bodily injury.
8. Walking off the job.
9. Gross negligent conduct or abuse of Employer property or property of an employee or Employer patron.
10. Failure to report, by telephone, the reason for absence from work within seventy-two (72) hours, unless physically unable to do so.
11. Sexual, racial or any other form of unlawful harassment.

11.04 The Employer may utilize written performance improvement plans for the purpose of assisting employees to meet Employer's performance standards. An employee and the Union shall receive three (3) working days notice that a performance improvement plan presentation meeting will take place. A Union representative may participate in the meeting during which such plans are presented to the employee.

## **ARTICLE 12**

### **LABOR MANAGEMENT COMMITTEE**

12.01 The Employer and the Union shall maintain a Labor Management Committee, consisting of two (2) members appointed by the Employer and two (2) bargaining unit members appointed by the Union. Upon at least one (1) day's advance notice to the other party, an additional Employer representative, as well as a District 1199 representative, may participate in Committee meetings. Members shall represent the party appointing them and may be replaced from time to time.

12.02 The purpose of the Labor Management Committee is to discuss matters of mutual concern with the Employer. Additionally, the Committee shall identify, discuss and recommend solutions for situations encountered by the employees in their work environment which are considered by the Committee to present a health or safety hazard.

12.03 The parties shall mutually agree upon quarterly meeting dates and times. The meetings will be limited to two (2) hours per session. All meetings shall be held during normal business hours. Additional meetings shall be scheduled upon mutual agreement of the parties. The two (2) members appointed by the Union to attend these meetings shall receive release time for their attendance.

12.04 Within forty-five (45) days of the ratification of this Agreement, the members of the Labor Management Committee shall hold an organizational meeting. The result of such meetings shall not alter the provisions of this Agreement, nor shall such meetings be construed as continued negotiations on terms and conditions as set out in this Agreement.

12.05 If the Labor/Management Committee agrees, the committee members may receive training from the Federal Mediation and Conciliation Service (FMCS) on the subject of labor-management relations.

## ARTICLE 13

## STAFFING

13.01 Job descriptions for all positions in the bargaining unit are kept by the Fiscal Officer. Each employee shall be provided with a current copy of her/his job description. The Union will be notified in writing at least one (1) week in advance, when possible, of the proposed changes to a position. Such notification will be for substantial changes, which occur where a new job function or functions requiring significantly different skills or work efforts is added to, or removed from, the duties of the job title or where the qualifications required to hold a particular job have been substantially changed.

13.02 The Employer may, at its discretion, maintain a substitute pool for all classifications. Substitutes may be used to cover vacations, paid leaves, unpaid leaves, sick leaves, off-site programs, conferences, workshops and meetings and to cover a vacancy pending the awarding of a position under the job posting procedures and intermittent excessive work load. The Employer shall not use substitutes to erode the bargaining unit in any way.

13.03 Substitute hours for a building/department shall be offered, when practical, in the following priority manner:

1. To qualified part-time employees who are assigned to the building/department where the hours are being offered;
2. To qualified part-time employees in other buildings/departments;
3. To qualified employees who are on layoff;
4. If no such employees are available, the Employer may call external substitutes.

13.04 If part-time bargaining unit employees work as substitutes outside their regular classification, they shall receive the pay at the starting rate of the position in which they are substituting. Employees who are on the recall list may work as substitutes without jeopardizing their rights to recall.

13.05 The Employer reserves the right to use practicum students from recognized degree programs. The Employer will notify the District 1199 Executive Board Member before any practicum student begins work at the Mentor Public Library. Upon the Union's request, the Employer will provide the Union with the practicum student's start date, work area, assignments and designated Library Manager.

13.06 The Employer shall not use volunteers or non-bargaining unit employees in a manner that results in the displacement or layoff of bargaining unit employees or in the replacement of a bargaining unit position.

13.07 The Employer shall have the right to move all or a portion of an employee's hours from one work position to another in order to meet Employer needs. An employee who is transferred shall receive his/her regular rate of pay if the job to which they are transferred is paid at the same or lower rate. If an employee is transferred to a position that carries a higher starting rate of pay, the employee shall receive his/her regular rate of pay for the first five (5) consecutive work days of the transfer. Beginning with the sixth (6<sup>th</sup>) consecutive day, the rate of pay for hours compensated in such transferred position shall be the minimum rate for the higher grade, or five (5%) percent above the employee's current rate of pay, whichever is greater, but not greater than the maximum rate.

13.08 Temporary transfers shall be limited to ninety (90) calendar days, unless the employee agrees to an extension beyond ninety (90) days. The employee shall be returned to the position held prior to the temporary transfer at the end of the assignment. In no event will a temporary transfer be made for disciplinary purposes. At the end of the temporary transfer, the employee shall be returned to his/her former position and rate of pay.

13.09 If the Library determines that an immediate temporary transfer of an employee from one branch to another branch is necessary, it may assign the employee it deems most qualified for up to five (5) working days. If the need for the temporary transfer extends beyond five (5) workdays and will be more than ten (10) workdays, the Library will transfer the least senior qualified employee unless a more senior qualified employee volunteers for the transfer. If the transfer does not involve assignment to another branch, the Library may temporarily transfer the employee it deems most appropriate.

13.10 When the Employer determines to permanently move all or a portion of an employee's hours from one department/branch to another in order to meet Employer needs, the Employer will notify the Union Executive Board member or designee and the affected employee of such a move at least seventy-two (72) hours prior to the move, except in an emergency.

#### **ARTICLE 14 VACANCIES AND JOB POSTINGS**

14.01 When a job vacancy or vacancies occur within the bargaining unit, the Employer will post an announcement of such vacancy or vacancies in each Library location within two (2) weeks of the Director's determination to fill such position(s). Said postings shall remain posted for a period of seven (7) days. The announcement shall contain the title, salary, grade, department and job description, including the expected qualifications for the position. The job postings shall also be consistent with the job title and job duties. A job description and a copy of the position vacancy announcement shall be made available to the Union at the time of the posting.

14.02 Exceptions to filling positions without using the posting policy include but are not limited to: 1) vacancies filled by recall from layoff; 2) temporary assignments of an employee as defined in Article XIII; 3) permanent transfers; and, 4) entry level positions (shelving).

14.03 The Employer reserves the right to remove a posting at any time. If a position has not been filled within six (6) months of posting, the position shall be reposted before it is filled.

14.04 Any employee wishing to apply for the posted vacancy must submit his/her application in writing to the designated Manager and Director and Human Resources Manager by the end of the posting period in order to be considered for the position. The Employer retains the right to solicit outside applicants for all posted positions.

14.05 All applications which are timely filed will be reviewed by the Employer on the basis of seniority, experience, skill and ability to perform the work in question. This Article shall not prohibit the Employer from hiring a more qualified employee from outside the bargaining unit. All applications from current bargaining unit employees and from outside applicants will be considered equally.

14.06 If an employee applies for a posted position and is determined by the Employer to be the most qualified over an outside applicant(s), the employee shall be awarded the position over the outside applicants. Further, if more than one (1) employee applies for a posted position and if their qualifications are determined by the Employer to be relatively equal, the employee with the most seniority shall be awarded the position.

14.07 All internal applicants not awarded a position for which they have applied shall receive a written response notifying them as such prior to the Employer's announcement of filling the position.

14.08 An employee who is awarded a new job shall be required to satisfactorily complete a sixty (60) calendar day trial period. Employees may elect to return to their previous position during their trial period. If the employee chooses to return to his/her prior position, any other employee(s) moved up because of the promotion shall move back to his/her prior position(s) at his/her prior rate of pay. At any time during the trial period the Employer can return the employee to his/her prior position at his/her prior rate of pay and this demotion shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission. The trial period shall commence at the time the employee is moved into the new classification.

## **ARTICLE 15**

### **SENIORITY AND LAYOFF**

15.01 Seniority will be measured by hours compensated for work performed within the bargaining unit up to forty (40) hours per week beginning with the date of hire in a bargaining unit position. In the event two (2) employees have the same number of compensated hours, their order of seniority will be determined by the flip of a coin. An employee who resigns and is rehired not more than one (1) year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

15.02 For purposes of creating the initial seniority list only, the Employer will calculate the seniority of its employees up and through December 31, 2005, based on the employee's date of hire, regardless of part-time or full-time employment. An employee who resigned or was laid off and was rehired not more than eighteen (18) months following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

15.03 Seniority shall be broken when an employee:

- A) Resigns;
- B) Is discharged for just cause;
- C) Is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee;
- D) Is laid off for more than eighteen (18) months;
- E) Refuses a recall to a comparable position in terms of hours and grade.

15.04 Within thirty (30) days after the execution of this Agreement, and on an annual basis on or before March 1 of each year, the Employer will provide a seniority roster for all employees covered by this Agreement. The seniority list shall include the employee's name, classification, and seniority. The Employer shall provide the Union with a copy of this list. Employees shall have fourteen (14) days within which to appeal their proposed seniority date of hire. Absent any appeal by the Employee(s), the seniority date shall be final.

15.05 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

15.06 The Employer shall first seek volunteers for a voluntary layoff or a voluntary reduction in hours in any affected department. If further reductions are necessary, employees within affected job classifications shall be laid off according to their relative seniority with the least senior being laid off first provided that all temporary and probationary employees within the affected job classification are laid off first in the above respective order. Full-time employees will not be required to displace (bump) into or fill a vacancy in less than a full-time classification. Similarly, part-time employees will not be required to displace (bump) into or fill a full-time classification.

15.07 The Employer shall give written notification of the layoff to the employee(s) affected and the Union a minimum of twenty (20) days in advance of the effective date of the layoff, when possible, but no later than ten (10) days in advance of the effective date of the layoff. The employee will be required to give notice of his or her intent to bump or take a layoff and will have five (5) days to respond following the postmark on the layoff notice or the hand delivery of such notice. The letter will provide that the employee's failure to respond with an expression of his or her intent to bump means that he or she will take a layoff. At the time of the notification, the Employer shall provide the Union with a current seniority list and meet with Union representatives to discuss bumping options.

15.08 While Section 15.07, above, requires special notification deadlines, the Employer and the Union agree that it may be appropriate to have a longer notification period when displacement of employees through layoff or bumping involves more than one (1) bargaining unit employee.

- 15.09 Employees who are laid off may displace (bump) another employee with the least seniority in their job classification. Employees who are unable to displace (bump) another employee within their classification and who are laid off from their job classification may displace (bump) another employee with the least seniority in a lower rated job classification within the layoff series. (Set forth in Exhibit A, attached hereto.) If there is a vacant position existing in the lower rated job classification, the employee must fill such vacant position.
- 15.10 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with the least seniority in a lower rated job classification within the layoff series, unless there is a vacant position existing in a lower rated job classification, where the employee must fill such vacant position.
- 15.11 In all cases where one (1) employee is exercising his or her seniority to displace (bump) another employee, his or her right to displace (bump) into another job classification is subject to the conditions that he or she is more senior and is qualified for the position and able to perform the functions and duties of the position to which he or she is attempting to displace (bump) into.
- 15.12 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provisions shall be laid off.
- 15.13 Employee(s) who are laid off shall have the option of being directly laid off by the Employer or of displacing (bumping) another employee pursuant to the above provisions.
- 15.14 Any employee compelled to bump into a lower grade will retain her or his wage rate unless such rate is greater than the maximum wage on the salary scale for the lower classification, in which case, the employee shall receive the rate of pay at the maximum wage for the lower classification.
- 15.15 The Employer shall pay its portion of health care insurance until the end of the month in which the employee is laid off. Thereafter, while on layoff, the laid off employee may elect to remain on the Employer's health insurance policy at the employee's cost, and subject to the insurance carrier's regulations in accordance with the provisions of COBRA.
- 15.16 Laid-off employees or employees who have bumped will have recall rights for up to eighteen (18) months starting from the last day of work in the job classification held prior to the initial layoff, transfer or bump.
- 15.17 Recalls shall be in the inverse order of layoff, i.e., the most senior employee will be recalled first, and laid off employees shall retain their right to recall to the job classification from which they were laid off, or to a lower rated job classification within their layoff series for eighteen (18) months from the date of layoff.
- 15.18 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the

Employer. The Employer will provide the Union with the recall list and copies of all recent notices.

15.19 An employee who is displaced through layoff or bumping may choose to remain on the recall list up to eighteen (18) months rather than accept a recall to a noncomparable position (i.e., in terms of hours, grade, wages and benefits).

15.20 A part-time employee who is offered a full-time position may refuse such position and remain on the recall list up to eighteen (18) months. A full-time employee who is offered a part-time position may refuse such position and remain on the recall list up to eighteen (18) months.

15.21 If, following recall, a position is accepted at a lower pay grade or fewer hours per week than that held at the time of layoff, an employee who is qualified for such position will be offered successive opportunities as same become available and before others with less seniority are recalled from layoff until the employee is recalled to a comparable position (i.e., in terms of hours and grade). Such employees will have recall rights for up to eighteen (18) months from the last day of work in the job classification held prior to the reduction in hours or acceptance of a position in a lower pay grade.

15.22 No new employees shall be hired until all employees on layoff who were laid off from the available positions and desire to return to work have been recalled.

15.23 An employee who is recalled to a position in the same salary grade or a lower salary grade will be paid his/her former rate of pay, plus any additional increases provided during the layoff period to employees in the job classification to which the employee is being recalled. If such rate for an employee recalled to a classification, except shelving, in a lower grade is greater than the maximum wage rate on the salary scale for the lower classification, the employee will receive the maximum wage for the lower classification.

15.24 There are hereby created the layoff series for the purposes of administering layoffs and displacement pursuant to this Article and attached hereto as Appendix A.

## **ARTICLE 16**

## **TRAINING AND EDUCATIONAL ADVANCEMENT**

16.01 When such opportunities are determined to be mutually beneficial to the Employer and employees, the Employer agrees to provide opportunities which promote continuing education, training and upgrading of employees, as budget permits. These opportunities will enable employees to increase knowledge and skills and advance career goals.

16.02 The Union may discuss with the Employer through the Labor/Management Committee courses and workshops to be made available to the bargaining unit employees.

16.03 Employees may, at the Employer's sole discretion, attend professional development conferences, seminars and other programs that are beneficial to their work as schedules allow. Requests for employee attendance at these activities must be approved by her/his department manager. The Employer agrees to compensate such employee, at her/his regular rate of pay, for

those hours required by the employee to attend such conferences, seminars and programs during regular working hours. Additionally, if an employee's attendance is required, the Employer agrees to pay any registration fee, travel expenses and reasonable per diem, lodging and/or food costs as the budget allows.

16.04 An employee who attends on paid Employer time or at Employer expense such conferences, seminars or programs, must be prepared to report as required by the department manager on the subjects addressed during such conferences, seminars or programs. If staffing levels and scheduling needs, as determined by the Employer permit, an employee may attend short courses or summer sessions of college or library school for credit. Vacation leave or unpaid leave may be used to cover the time away from work.

16.05 Mileage is reimbursable at the prevailing IRS rate and according to the Employer's travel policy.

16.06 The Employer agrees that whenever technological change requires new knowledge or skill on the part of employees, training will be provided.

## **ARTICLE 17**

### **RETIREMENT AND RESIGNATION**

17.01 An employee who intends to resign or retire should inform the designated Manager and should submit a written resignation to the Executive Director of the Employer. In order to facilitate a smooth transition, it is requested that professional employees give at least three (3) weeks advance notice of resignation or retirement and non-professional employees give two (2) weeks' notice.

17.02 At the time of retirement under the regulations of the Ohio Public Employees Retirement System (OPERS), all retiring employees with ten (10) years of service with the Employer will be paid for one-fourth (1/4) of all unused sick leave not to exceed three hundred sixty (360) hours in cash or deposit in a Deferred Compensation Tax Saving Plan at her/his current hourly rate.

17.03 Accumulated vacation will be paid to the employee upon termination of employment. Upon the death of an employee, accumulated vacation time will be paid to the employee's beneficiary or estate.

17.04 In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), former employees and family members may be eligible to participate in the Employer's group health insurance plans at their own expense. Employees interested in such coverage should contact the Human Resources Department promptly following separation from employment. This provision is subject to modifications to assure compliance with applicable federal laws and regulations.

## **ARTICLE 18**

### **VACATIONS**

18.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Staff</u>	<u>Annual Maximums</u>		<u>Accrual Rate</u>
	<u>Days</u>	<u>Hours</u>	
First pay period to 5 <sup>th</sup> anniversary	10.0	080	3.1 hrs/80 hours compensated
From 5 <sup>th</sup> anniversary to 10 <sup>th</sup>	12.0	096	3.7 hrs/80 hours compensated
10 <sup>th</sup> anniversary to 15 <sup>th</sup>	15.0	120	4.6 hrs/80 hours compensated
15 <sup>th</sup> anniversary to 20 <sup>th</sup>	20.0	160	6.2 hrs/80 hours compensated
20 <sup>th</sup> anniversary plus	25.0	200	7.7 hrs/80 hours compensated
<u>Librarians &amp; Catalogers (MLS)</u>	<u>Days</u>	<u>Hours</u>	<u>Accrual Rate</u>
First pay period to 5 <sup>th</sup> anniversary	20.0	160	6.2 hrs/80 hours compensated
From 5 <sup>th</sup> anniversary to 10 <sup>th</sup>	22.0	176	6.8 hrs/80 hours compensated
10 <sup>th</sup> anniversary plus	25.0	200	7.7 hrs/80 hours compensated

18.02 New employees shall commence accruing vacation time from their date of hire, but shall not be permitted any vacation time off until they have successfully completed their probationary period. At any given date beyond completion of their probationary period, employees shall be entitled to use only such vacation time they have accrued to date.

18.03 Vacation accumulation may not exceed two (2) times the earned yearly amount based on an employee's vacation schedule. Employees are encouraged to take vacation time as needed and not to permit their vacation accumulation to reach the maximum. Vacation time earned past the maximum amount permitted is lost and is not credited to the employee's total accumulation.

18.04 All vacation requests shall be submitted in writing to the employee's Department Manager. Requests shall receive a written reply from the Department Manager. Supervisors shall approve or deny vacation requests no later than seven (7) calendar days after receipt of a request from the employee.

18.05 On January 1 and July 1 of each year, the Employer shall post a schedule for the purpose of vacation bidding by employees for the six (6) month period beginning March 1 and September 1, respectively. This schedule shall remain posted for fourteen (14) calendar days during which time employees may submit their bids for vacation leave.

18.06 Vacation leave shall be bid within each department or branch. In the case of conflicting bids of two (2) or more persons assigned to the same department or branch, the employees involved in the conflict are encouraged to resolve the conflict. If the conflict cannot be resolved between the employees involved, vacation bids shall be granted on the basis of seniority, beginning with the most senior employee and rotating down the list. When a senior employee receives her/his choice in the case of a conflicting bid, the senior employee then rotates to the bottom of the list and this rotation continues with each conflicting bid. The rotation list is



New Year's Day  
Martin Luther King Day  
(to be used as a floating holiday)  
President's Day  
(to be used as a floating holiday)  
Thanksgiving Day  
Christmas Eve  
Christmas Day

Independence Day  
Memorial Day  
Labor Day  
Columbus Day  
(to be used as a floating holiday)  
Veteran's Day

19.02 In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday and immediately after the holiday, unless specifically excused by the Executive Director, or the employee is on a vacation, floating holiday, or at a medical appointment previously authorized by the employee's supervisor. In the event an employee has been scheduled to work on a holiday as part of his regular shift and does not come to work without an acceptable excuse, the employee will lose his/her holiday pay. An employee on an approved paid extended sick leave for five (5) or more days may be eligible for holiday pay at the discretion of the Executive Director.

19.03 When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday and a holiday falling on a Saturday shall be observed on the preceding Friday, unless the Employer determines otherwise.

19.04 The "floating holiday" may be taken at the discretion of the employee, providing he receives advance approval from the Executive Director or designee. Floating holiday time must be taken in the full increment in which it is earned.

19.05 When an employee works on any of the above holidays or the date on which it is celebrated, he shall receive his regular hourly rate or overtime pay, if applicable, plus his holiday pay.

19.06 Part-time employees who work twenty (20) hours or more per week shall receive the above holidays prorated based on their regularly scheduled hours of work.

## **ARTICLE 20**

### **JURY DUTY**

20.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all scheduled hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer.

20.02 Employees being required to testify in a non-work related matter shall be granted leave without pay or the employee may substitute vacation time or personal leave.

## ARTICLE 21

### FUNERAL LEAVE

21.01 An employee shall be granted time off with pay for the purposes of attending a funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) working days for each death in his immediate family. For the purpose of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, or stepchildren, parents, or step-parents, brother, sister, grandchildren, grandparents, and parents-in-law.

21.02 Vacation or other paid or unpaid leave time may be used for funeral leave for the death of any friend or relative not listed above or settling family business matters relative to the funeral.

## ARTICLE 22

### SICK LEAVE

22.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and, 4) medical appointments for the employee or employee's immediate family, which cannot be scheduled outside of work hours.

22.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours compensated, not exceeding four and six-tenths (4.6) hours per pay period, and may accumulate such sick days to an unlimited amount.

22.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (1/2) hour before the start of his/her work shift each day he/she is absent or satisfy any other Employer approved call-in procedure.

22.04 Sick leave may be used in segments of not less than one (1) hour, and fifteen (15) minute segments after the initial (1) hour is used.

22.05 Before an absence may be charged against accumulated sick leave, the Executive Director may require, for cause, such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid for by the Employer. In any event, an employee absent for three (3) or more consecutive days must supply a physician's report at the employee's expense to be eligible for paid sick leave unless such physician's report is waived by the Executive Director.

22.06 Sick leave may not be used for any medical appointments made after the work schedule is posted or if the employee is in the final two (2) weeks of employment with the Employer, unless the sick leave is taken for an unforeseen emergency, for an unforeseen immediate medical necessity or otherwise agreed to by the Employer.

22.07 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of a medical examination, the Executive Director finds there is not satisfactory evidence of illness, injury or death sufficient to



23.05 Employees shall request personal leave at least forty-eight (48) hours in advance, except for emergencies. A request for personal leave may be granted at the discretion of the employee's manager and shall not be unreasonably denied. Misrepresentation of the cause for the emergency shall be grounds for discipline up to and including dismissal.

23.06 Personal Leave shall not be taken in conjunction with vacation leave or holidays, except where there is a proven emergency.

23.07 Unused personal leave at the end of the calendar year will be paid out to employees at their regular hourly rate of pay.

#### **ARTICLE 24 INCLEMENT WEATHER/EMERGENCY CLOSINGS**

24.01 Closing of the Employer under emergency conditions will be at the discretion of the Executive Director or her/his designee. A procedure will be established to notify employees of emergency closings.

24.02 When the Employer remains open during extreme weather conditions and an employee believes it is unsafe to travel, she or he may utilize personal days in order to cover an absence or tardiness. Should the employee not have such paid leave available, the Manager may permit the employee to cover such absence with vacation or unpaid leave. The employee will notify her/his manager as soon as practical of the need for such leave.

24.03 Employees will be paid at the regular rate of pay for all hours scheduled on a day when the facility is closed for inclement weather or any other emergency. If the facility remains closed for more than forty-eight (48) hours for each incident, employees will not be paid beyond that forty-eight (48) hour period.

24.04 An employee who is asked to work during an emergency or inclement weather closing, when most or all other regularly scheduled employees are sent home or told not to come to work, will be paid time and one-half (1 ½) for the time worked for a minimum of two (2) hours while most or all other employees are not working. The time and one-half (1 ½) pay will be in place of regular pay, not in addition to regular pay. If the employee was regularly scheduled to work that day, the employee shall be compensated at straight time for any remaining un-worked, scheduled hours.

24.05 When a facility is closed due to an emergency, the Executive Director or her/his designee has the discretion to transfer employees to a different facility.

24.06 Any employee who is on an approved paid leave at the time the Employer is closed due to an emergency or inclement weather closing will be compensated only for the approved leave.

#### **ARTICLE 25 UNPAID LEAVE OF ABSENCE**

25.01 A leave of absence (LOA) is any authorized absence without pay and is not considered a break in tenure but seniority shall not accrue. Parental and disability/medical LOA requests may

be approved for non-probationary employees with one (1) year of service. In all other cases, LOAs may, but need not be, granted to all non-probationary employees. Except in the case of required military service, the maximum leave that may be granted is one (1) year.

25.02 A leave of absence may be granted for the following reasons: waiting period for evaluation of disability; parental responsibilities; disability/medical, including extended sick leave for personal illness and illness in the family where circumstances necessitate time away from assigned schedule; and military duty. Parental and disability/medical LOA requests may be granted to any non-probationary employee with one (1) year of service for up to a period of ninety (90) days and may be granted for up to one (1) year. A leave of absence may be granted for reasons not specifically covered by this Agreement.

25.03 Leave of absence requests for reasons of personal illness or illness in the immediate family must be accompanied by a statement from the attending physician.

25.04 An employee returning from an LOA of thirty (30) calendar days or less will be reinstated in her/his former job position unless said position has been eliminated. If the former position has been eliminated, the employee will be treated as if on layoff and accorded those rights set forth in Article XV. An employee returning from a parental or disability/medical leave of ninety (90) calendar days or less will be reinstated in her/his former job position unless said position has been eliminated. If the former position has been eliminated, the employee will be treated as if on layoff and accorded those rights as set forth in Article XV.

25.05 An employee returning from parental or disability LOA of more than ninety (90) calendar days and an employee returning from other types of LOAs of more than thirty (30) calendar days shall be returned to her or his former position unless said position has been filled on a permanent basis through Article XIV (Vacancies and Job Postings) procedures. If the former position is not available, the returning employee shall return to the first available comparable position (i.e., in terms of hours, grade, wages and benefits) for which he or she qualifies. An employee who returns following an LOA shall retain all previously accrued seniority.

25.06 An employee requesting an LOA should submit a written request to her/his Department Manager. Advance approval by the Department Manager and the Executive Director is required.

25.07 During the approved unpaid LOA period, the employee will not accumulate vacation time, sick leave, or holiday time.

25.08 In all LOAs the employee is expected to return to regularly assigned duties on the first scheduled day following the expiration date of the approved leave. Failure to return on that date will be accepted as the date of resignation, unless the employee requests and is approved in advance for an extension of the leave. If the LOA was for extended illness, a doctor's written authorization to return to work will be required.

25.09 The Employer will continue to pay its share of all group insurance benefits consistent with this Agreement during an unpaid leave of absence such that said group coverages are continued through the end of the calendar month in which the employee last actually worked, or

was on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA.

25.10 An employee may request an extension for an unpaid LOA by submitting a written request to the Executive Director at least seven (7) days prior to the expiration of the original LOA request.

25.11 The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act and all other applicable federal or state statutes or regulations related to the employment rights of employees on military service. Further information may be obtained through the Human Resources Division.

25.12 An employee on military leave (or National Guard duty) may schedule vacation in accordance with the collective bargaining agreement or take military leave as an unpaid leave of absence. An employee must provide the Employer with notice of any military obligation as far in advance as possible.

25.13 An employee on military leave (or National Guard duty) shall not be scheduled for a mandatory Sunday that conflicts with his/her military obligation.

25.14 The Family Medical Leave Act (FMLA) shall be implemented according to its provisions by the Employer.

## **ARTICLE 26**

### **HEALTH AND SAFETY**

26.01 The Employer agrees to provide a safe and healthful workplace for all employees in compliance with all applicable local, state and federal health and safety laws and regulations.

26.02 With the exception of maintenance staff or where an employee's regular job duties require such activity, bargaining unit employees shall not be required to move boxes of books, materials, furniture or equipment or any other heavy material in the event of the move of an Employer facility, facility renovation or other like activity.

26.03 The Employer will notify the Union District 1199 Executive Board Member in writing in advance of Employer plans to remove or abate asbestos in any area of facilities owned and controlled by the Employer. The Employer shall provide written notice to employees assigned to the specific work location where asbestos cleanup or removal is to take place and the Union District 1199 Executive Board Member as to the date(s) and times of the project. The Union District 1199 Executive Board Member may obtain results of air samplings taken both before and after the completion of each asbestos removal project from any facility owned and controlled by the Employer.

26.04 The Employer shall provide the Union with information on work-related injuries



27.07 The Employer shall provide employees the following insurance coverages:

- a) Basic group term life insurance coverage equal to the employee's base annual salary, and an equal amount of Accidental Death and Dismemberment insurance;
- b) Short Term Disability Insurance; and,
- c) Long Term Disability Insurance.

All benefit provisions are subject to the terms and conditions set forth in the Plan Certificates. Costs for such insurance coverage shall be paid by the Employer.

27.08 The Employer will continue to offer a Section 125 plan, which will permit employees to pay their insurance premiums on a pre-tax basis.

27.09 The Employer will continue to provide the Comprehensive Assistance Program or other similar plan for employees fully paid by the Employer for all employees and their families.

27.10 The Employer participates in the Ohio Public Employees Deferred Compensation Program. Eligible employees may participate through payroll deduction.

## **ARTICLE 28                      WORKDAY AND WORKWEEK**

28.01 The normal workweek for regular full-time employees shall be five (5) days per week consisting of forty (40) hours of work, exclusive of the time allotted for meals during the period starting at 12:01 a.m. Monday and ending at Midnight, Sunday. The normal workweek for part-time employees shall be less than forty (40) hours per week.

28.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to reduce the hours of work for any employee(s), the Employer shall meet with the Union at least two (2) weeks in advance of the changes and discuss said changes with the Union before any such changes are implemented.

28.03 Employee work schedules will be posted in their work assignment areas in each department at least fourteen (14) calendar days before the beginning of the period covered by the work schedule. Posted schedules shall not be changed without the knowledge of the employee and only for reasonable necessity.

28.04 Employees may switch work schedules with the approval of their Department Manager or designee.

28.05 The Employer will attempt to provide continuity in scheduling for full-time employees and for part-time employees whenever practical.

28.06 Employees required to prepare programs for the public or other staff members may be granted time off the floor at the discretion of the Department Manager. All such preparation

shall be done on the Employer's premises, unless express permission otherwise is granted by the Department Manager.

**WEEKENDS AND EVENINGS – (EFFECTIVE FOR SUNDAYS SHOULD THE EMPLOYER DETERMINE TO SCHEDULE EIGHT (8) HOURS OF WORK ON SUNDAY, RATHER THAN SIX (6) HOURS. IF THERE IS NO INCREASE IN HOURS PUT INTO EFFECT FOR SUNDAYS, THEN ANY ALLUSION TO SUNDAY IN THESE PARAGRAPHS IS INOPERATIVE AND PARAGRAPHS 28.14 THROUGH 28.19 SHALL CONTROL WORK SCHEDULES FOR SUNDAYS.)**

28.07 Full-time employees will not be required to work more than two (2) consecutive Saturdays and/or Sundays. The Employer will permit any employee who is assigned to work three (3) Saturdays and/or Sundays in any calendar month to trade or give away the third Saturday and/or Sunday, as long as overtime is not required and notice of at least twenty-four (24) hours is given.

28.08 To the extent practical, the Employer will accommodate full-time employee's request for a particular day off, excluding an employee's assigned evenings, during those weeks that the employee is scheduled to work on Saturday and/or Sunday.

28.09 To the extent practical, the Employer will not require full-time employees to work more than two (2) evenings per week. In the event that the Employer must schedule full-time employees more than two (2) evenings per week, the Employer will first seek volunteers from that department or that job classification. If there are insufficient qualified volunteers, bargaining unit staff will be assigned as needed, but rotated to the extent practical.

28.10 The Employer recognizes that some full-time employees may volunteer to work more than two (2) evenings per week, and/or two (2) Saturdays and/or Sundays per month, and if that occurs, the Employer may not need to assign other employees in the department for two (2) evenings per week and/or two (2) Saturdays and/or Sundays per month. If any employee volunteers to work more than the maximums, he/she may rescind this voluntary assignment with five (5) weeks' notice to the Employer.

28.11 In the event the Employer's adjustment in a full-time employee's hours of work adversely affects a full-time employee's day care or other related obligations, the Employer will, to the extent practical, attempt to accommodate the full-time employee's needs.

28.12 Part-time employees shall be assigned evening and Saturday and/or Sunday hours as equitably as practical.

28.13 The provisions of this Article do not apply to employees who were specifically hired to work shifts that include more than two (2) evenings per week and/or more than two (2) weekends per month. The Employer shall provide the Union's Executive Board Member with a list of employees specifically hired to work shifts that include more than two (2) evenings per week and/or more than two (2) weekends per month no later than one (1) week after their start date. The list will include the new hire names, job classification, and work schedule.

**Sunday Hours (Six hour work schedule)**

28.14 Sunday work assignments shall be filled in the following manner, subject to the requirements that staffing must ensure a proper complement of Library staffing as determined by the Executive Director.

A. Sunday positions will first be assigned to part-time employees who are hired to work on weekends.

B. The Employer shall provide a sign-up list to all employees twice per year to fill remaining vacancies. Any employee may sign the list indicating their willingness to work on Sunday. The Employer shall fill Sunday vacancies from this list by seniority from the job classification for which a vacancy exists. The most senior employee will be called first and then rotate through the classification. If none of the employees in the classification accept the job, the least senior employee in the classification will be assigned.

28.15 Employees will be given a copy of the Sunday schedule assignments for each scheduling period at least fourteen (14) days prior to the start of the scheduling period.

28.16 Following the posting of Sunday assignments, employees may trade or give away their Sunday assignment(s) to an employee in the same department or classification and shall notify the Department Manager or designee of the change for approval.

28.17 An employee who is unable to come to work, due to illness or a personal emergency, shall notify the Manager in charge as soon as possible. The Manager in charge shall call other employees of that department or job classification to find a replacement as soon as possible after receiving notice.

28.18 Employees shall not be required to work on Sundays which fall during an employee's scheduled vacation time.

28.19 Employees who are being paid overtime for Sunday work assignments shall neither earn nor take sick leave. Employees who work on Sundays as part of their regularly scheduled assignment may earn and use sick leave as set forth in Article 22.

28.20 All employees are entitled to one (1), 15-minute relief period for work on Sunday.

**ARTICLE 29**

**REST PERIODS AND MEAL PERIODS**

29.01 There shall be two (2) fifteen (15) minute rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift, except for other mutually agreed upon schedules. Part-time employees shall receive one (1) break for each four (4) hours worked.

29.02 In order to minimize down time, rest periods shall be taken during natural breaks in work assignments with the approval of an employee's Department Manager.

29.03 All employees who are scheduled to work eight (8) consecutive hours in one (1) day shall receive an unpaid thirty (30) minute meal period. Whenever practical, an employee's wishes regarding the time of his/her meal break will be accommodated.

29.04 Meal periods are the employee's own time and may be used as she/he wants. Managers shall not request an employee to work during her/his mealtime. If an employee is required to work, he/she shall be paid for such time.

### **ARTICLE 30 OVERTIME PAY**

30.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 ½) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any week.

30.02 For the purposes of computing overtime pay, holidays, vacation and other paid time off, excluding sick leave, shall be counted as time actually worked.

30.03 All employees shall receive their regular hourly rate for all hours worked, unless those hours worked are subject to the overtime provisions of this Article. In the event an employee works on a holiday or the date on which it is celebrated, he/she shall receive his/her regular hourly rate or overtime pay, if applicable, plus his/her holiday pay.

30.04 Any employee who is recalled to work after leaving work or on a day when he/she is not scheduled to work shall be given a minimum of two (2) hours work or two (2) hours pay at his/her regular hourly rate, providing that the time worked or paid for does not abut the employee's work day.

### **ARTICLE 31 SALARY SCALE**

31.01 Effective on the first full pay period in July, 2012, all employees on the Employer's active payroll on the execution date of this Agreement, and not at the maximum rate for each classification, will receive an increase in hourly wage rates pursuant to increases in the below salary schedule for their pay grade.

Wages for each classification will be within the following range:

<u>Grade</u>	<u>Job Classification</u>	<u>New Hire Minimum</u>	<u>Maximum</u>
1	Shelver	\$7.93	\$11.94
2	Catalog Clerk I	\$8.93	\$13.39

3	Circulation Clerk I Public Service Clerk	\$10.00	\$15.00
4	Custodian Acquisition Technician I Catalog Technician I	\$12.63	\$18.95
5	Acquisition Technician II Catalog Technician II Circulation Clerk III & II Computer Technician	\$12.86	\$19.86
6	Library Associate	\$13.85	\$20.77
7		\$15.88	\$23.81
8	Librarian I	\$16.80	\$25.20
9	Librarian II	\$17.42	\$26.14

31.02 Effective on the first full pay period in January, 2013, the hourly wage for all recognized employees, and the minimum and maximum rate for each classification, will receive a two and one-half (2 ½%) percent increase. Wages for each classification will be within the following range:

<u>Grade</u>	<u>Job Classification</u>	<u>New Hire Minimum</u>	<u>Maximum</u>
1	Shelver	\$8.13	\$12.24
2	Catalog Clerk I	\$9.15	\$13.72
3	Circulation Clerk I Public Service Clerk	\$10.25	\$15.38
4	Custodian Acquisition Technician I Catalog Technician I	\$12.95	\$19.42
5	Acquisition Technician II Catalog Technician II Circulation Clerk III & II Computer Technician	\$13.18	\$20.36
6	Library Associate	\$14.20	\$21.29
7		\$16.28	\$24.41

8.	Librarian I	\$17.22	\$25.83
9.	Librarian II	\$17.86	\$26.79

31.03 Effective on the first full pay period in January, 2014, the hourly wage for all recognized employees, and the minimum and maximum rate for each classification, will receive a two and one-half (2 ½%) percent increase. Wages for each classification will be within the following range:

<u>Grade</u>	<u>Job Classification</u>	<u>New Hire Minimum</u>	<u>Maximum</u>
1	Shelver	\$8.33	\$12.54
2	Catalog Clerk I	\$9.38	\$14.07
3	Circulation Clerk I Public Service Clerk	\$10.51	\$15.76
4	Custodian Acquisition Technician I Catalog Technician I	\$13.27	\$19.91
5	Acquisition Technician II Catalog Technician II Circulation Clerk III & II Computer Technician	\$13.51	\$20.87
6	Library Associate	\$14.55	\$21.82
7		\$16.68	\$25.02
8	Librarian I	\$17.65	\$26.48
9	Librarian II	\$18.30	\$27.46

31.04 The rate of pay of an employee who permanently moves to a position in a higher salary grade by virtue of promotion, reclassification or other means, shall be the New Hire Minimum rate for the new grade or five (5%) percent above the employee's base hourly wage rate in the former position, whichever is greater, effective on the date of promotion or effective on the date of reclassification.

31.05 In general, new hires are paid at the minimum rate in their classification. If a prospective employee offers valuable skills, higher education in the field for which the person is hired, or offers relevant or needed experience, the Employer may offer the new employee a rate higher

than the minimum. If the new employee is hired at a rate higher than the minimum, the Union will be notified on or before the first day of work.

31.06 If the Employer or a current employee determines that another employee in the same classification, or in a position requiring an MLS in the same classification or pay grade, is paid at a higher rate and has lesser qualifications and experience, the current employee may file a written request for a wage increase with the Human Resources Department. In the request, the employee shall provide information regarding his or her education, experience, and past job performance. If the Employer determines the applicant's education and experience is desirable, and job performance is equal or exceeds the higher paid employee, the employee's rate of pay may be adjusted solely as determined by the Employer. Employees may apply for an increase only once in any twelve (12) month period. The Employer's decision is not subject to the grievance procedure.

31.07 All employees shall be paid by direct electronic deposit.

31.08 Any employee whose hourly wage exceeds the maximum for their classification on the date of execution of this agreement will receive a bonus on the effective date that all Union members receive the increases provided in this Article. This two and one-half (2 ½%) percent bonus will be paid quarterly, as was done in the prior agreement.

#### **ARTICLE 32**

#### **GENDER AND PLURAL**

32.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 33**

#### **HEADINGS**

33.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

#### **ARTICLE 34**

#### **OBLIGATION TO NEGOTIATE**

34.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

34.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

34.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

### **ARTICLE 35 CONFORMITY TO LAW**

35.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

35.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

### **ARTICLE 36 TOTAL AGREEMENT**

36.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

### **ARTICLE 37 GRIEVANCE PROCEDURE**

37.01 Grievance Definition. Grievance shall mean a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

37.02 Grievant Defined. A "grievant" is a member of the bargaining unit or a group of bargaining unit members initiating a grievance. All grievances must be signed by the effected grievant, including grievances filed by the Union. When more than five (5) employees are affected by the grievance, the grievance shall be signed by an employee who is affected by the grievance and representing the affected group. All employees involved in the grievance shall be identified by name on the written grievance. Employees may notify the Employer in writing if they wish to withdraw from the grievance action. The grievance shall be processed on behalf of those employees who do not withdraw.

37.03 Grievance Procedure Defined. A grievance procedure is defined as a method by which an individual or group of employees can express a complaint, problem, or dispute and attempt to resolve it without fear of reprisal and to obtain a fair hearing at progressively higher levels.

## 37.04 Initiation and Steps of Grievance.

### Step 1

Before filing a written grievance, the grievant and/or union representative shall discuss the matter with the supervisor. If the matter cannot be resolved informally, the grievant or union representative or Executive Board member on behalf of a grievant or class shall file a written grievance with the supervisor within ten (10) days of the informal meeting. The supervisor shall schedule a meeting with the grievant within ten (10) days after the grievance is filed. The grievant may be accompanied to the meeting by a Union representative. The supervisor may be accompanied by the Administrator or designee. The supervisor will respond to the grievance in writing within ten (10) days after the meeting. If the grievance is resolved at the supervisor's hearing, the Administrator or designee will memorialize and sign the agreement. The terms of the resolution shall not conflict with the collective bargaining agreement. If the grievance is unresolved at the Step 1 meeting, it may be pursued at Step 2.

### Step 2

If the grievance is not resolved at Step 1, the grievant or the Union may file an appeal with the Human Resources Manager. The appeal must be filed within ten (10) calendar days after issuance of the Supervisor's decision. If not so presented, the grievance shall be considered waived.

The Human Resources Manager or designee will schedule a meeting with the grievant(s) and the Union Chapter Executive Board Member or the Union Delegate within ten (10) calendar days after receipt of the appeal. The grievant will be provided the opportunity to present an explanation and evidence in support of their position. The Human Resources Manager or designee must respond in writing to the grievant within ten (10) calendar days after the meeting, and deliver a copy to the Union Chapter Executive Board Member.

### Step 3

If the grievance is not resolved at Step 2, the grievant may file an appeal with the Executive Director within ten (10) days after receipt of the Step 2 decision. If the appeal is not timely filed, it is considered waived. The Executive Director shall schedule a meeting with the grievant, and Executive Board Member or Union Delegate within ten (10) days after the appeal is filed. The grievant will be provided the opportunity to present an explanation and evidence in support of their position. The Executive Director shall issue the written response to the grievant and the representative within ten (10) days following the meeting.

### Step 4.

If the grievance is not resolved after the Step 3 response, the grievant (s) and the Union may initiate arbitration by filing written notice of Intent to Arbitrate with the Executive Director within forty-five (45) calendar days after receipt of the Step 3 response.

### 37.05 Arbitration.

1. Within ten (10) days of the filing for arbitration the parties shall meet to select an arbitrator from the panel of arbitrators herein contained. 1) Alan Miles Ruben; 2) Rob Stein; 3) Harry Graham; 4) Nels Nelson; and, 5) Thomas Nowel. The arbitrators shall be chosen with the first party to strike to be selected by a method mutually agreed to by both parties. The arbitration procedure and hearing shall be governed by the American Arbitration Association's applicable rules and regulations.

2. The arbitrator shall not have authority to add to, subtract from or modify in any way the provisions of this Agreement. The arbitrator shall have jurisdiction only after the matter(s) submitted. The arbitrator is specifically prohibited from the making any decisions which are inconsistent with the terms of this Agreement or contrary to law. The decision of the arbitrators shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding.

3. Except as expressly limited by this Agreement, the arbitrator shall in no way interfere with the management prerogatives involving the Employer's discretion, nor limit or interfere in any with the powers, duties and responsibilities of the Employer under its policies, applicable law and rules and regulations having the force and effect of law. In awarding relief, the arbitrator may not usurp the legal authority vested by law in the Employer or in the Director.

4. The arbitrator's fees and expenses, and the cost of any hearing room, shall be shared equally by both parties.

37.06 Final and Binding. The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Employer and the Union and/or between the Employer and an employee(s) and by invoking this procedure the Union and the Employer waive the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive, and binding on the Employer, the Union, and the employees.

### 37.07 General Conditions.

1. All time limits specified herein are calendar days. The time limits set forth herein shall be strictly enforced, with missed deadlines acting as a forfeiture of a grievance by the Union. The failure of the Employer to timely answer shall move the grievance to the next step. However, any time limits may be extended for either the Employer or the Union by mutual agreement in writing between the parties.

2. If a grievance affects a group of members of the bargaining unit from more than one (1) building, or if it arises from the action of an authority higher than the grievant's supervisor, it may be initially submitted at Step 2.

3. The Union and the grievant will receive written copies of all notices and dispositions pertaining to a grievance.

37.08 This grievance procedure shall not limit the right of any employee to present a grievance under the procedures set forth in this Article, and have it adjusted without intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present at the final adjustment proceeding.

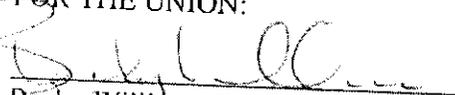
**ARTICLE 38 DURATION**

38.01 This Agreement shall become effective on January 1, 2012, and continue in full force and effect through and including December 31, 2014. The parties agree that either party may reopen this Agreement to negotiate over changes in Article XXVII, "Insurance", between January 1, 2014 and March 31, 2014. This Agreement shall be renewed automatically for successive one (1) year periods unless either party requests in writing to reopen negotiations on this Agreement no later than sixty (60) calendar days prior to its expiration.

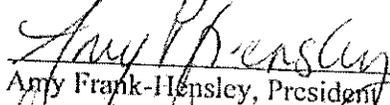
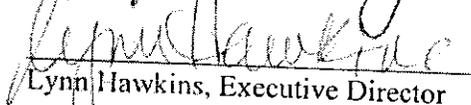
**ARTICLE 39 EXECUTION**

39.01 IN WITNESS WHEREOF, the parties hereto do hereby execute this Agreement on this 6<sup>th</sup> day of December, 2017.

FOR THE UNION:

  
Becky Williams, President  
SEIU District 1199

FOR THE EMPLOYER:

  
Amy Frank-Hensley, President  
  
Lynn Hawkins, Executive Director

**APPENDIX A**

**MENTOR PUBLIC LIBRARY - BUMPING ORDER**

<b>GRADE 9</b>	<b>LIBRARIAN II</b>
GRADE 8	LIBRARIAN I
GRADE 6	LIBRARY ASSOCIATE
GRADE 5	CIRCULATION CLERK II & III/COMPUTER TECH ACQUISITION TECH II/CATALOG TECH II
GRADE 4	ACQUISITION TECH I/CATALOG TECH I
GRADE 3	CIRCULATION CLERK I/ PUBLIC SERVICE CLERK
GRADE 2	CATALOG CLERK I
GRADE 1	SHELVER
<b>GRADE 8</b>	<b>LIBRARIAN I</b>
GRADE 6	LIBRARY ASSOCIATE
GRADE 5	CIRCULATION CLERK II & III ACQUISITION TECH II/CATALOG TECH II
GRADE 4	ACQUISITION TECH I/CATALOG TECH I
GRADE 3	CIRCULATION CLERK I/PUBLIC SERVICE CLERK
GRADE 2	CATALOG CLERK I
GRADE 1	SHELVER
<b>GRADE 6</b>	<b>LIBRARY ASSOCIATE</b>
GRADE 5	CIRCULATION CLERK II & III ACQUISITION TECH II/CATALOG TECH II
GRADE 4	ACQUISITION TECH I/CATALOG TECH I
GRADE 3	CIRCULATION CLERK I/PUBLIC SERVICE CLERK
GRADE 2	CATALOG CLERK I

GRADE 1	SHELVER
<b>GRADE 5</b>	<b>CIRCULATION CLERK II &amp; III ACQUISITION TECH II/CATALOG TECH II</b>
GRADE 4	ACQUISITION TECH I/CATALOG TECH I
GRADE 3	CIRCULATION CLERK I/PUBLIC SERVICE CLERK
GRADE 2	CATALOG CLERK I
GRADE 1	SHELVER
<b>GRADE 5</b>	<b>COMPUTER TECH</b>
GRADE 1	SHELVER
<b>GRADE 4</b>	<b>CUSTODIAN SHELVER</b>
<b>GRADE 4</b>	<b>ACQUISITION TECH I/CATALOG TECH I</b>
GRADE 3	CIRCULATION CLERK I/PUBLIC SERVICE CLERK
GRADE 2	CATALOG CLERK I
GRADE 1	SHELVER
<b>GRADE 3</b>	<b>CIRCULATION CLERK I/PUBLIC SERVICE CLERK</b>
GRADE 2	CATALOG CLERK I
GRADE 1	SHELVER
<b>GRADE 2</b>	<b>CATALOG CLERK I</b>
GRADE 1	SHELVER
<b>GRADE 1</b> NONE	<b>SHELVER</b>

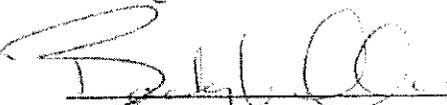
**SIDE AGREEMENT**

**MENTOR PUBLIC LIBRARY AND SEIU, DISTRICT 1199,  
THE HEALTHCARE AND SOCIAL SERVICE UNIT**

The Mentor Public Library agrees that it will create new form(s) to use for employee evaluations. When the form(s) are complete it will be distributed to the Union Executive Board member for review by the SEIU. The Union will have 10 days to prepare comments and suggestions and deliver them to the Executive Director. If requested by the Union, a labor management meeting will be convened to discuss the Union's concerns. The Library will consider the Union's proposals and comments and within ten (10) days after receipt of the Union's comments or after the labor management meeting, whichever is later, the Library will distribute a copy of the new evaluation form(s) to the Executive Board Member.

  
\_\_\_\_\_  
Lynn Hawkins, Executive Director

12-5-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Becky Williams, President  
SEIU, District 1199

12/6/12  
\_\_\_\_\_  
Date