



## AGREEMENT

This Agreement, entered into at Defiance, Ohio December 20, 2011, between the Defiance Public Library (hereinafter referred to as the "Library") and the Ohio Association of Public School Employees(OAPSE)/AFSME Local 4, AFL-CIO and its Local #277, (hereinafter referred to as the "Union") has as its purpose the mutual satisfactory relationship between the Library and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of wages, hours, terms and conditions of employment.

### ARTICLE 1 RECOGNITION

#### 1.1 Recognition

The Library recognizes the Union as the sole and exclusive bargaining representative of the bargaining unit members included in the following bargaining unit:

Adult Services Associate, Audio Visual Coordinator, Branch Associate, Branch Services Assistant, Circulation Services Assistant, Custodian, Interlibrary Loan Associate, Library Aide, Ohioana Associate, Ohioana Coordinator, Technical Services Assistant, Technical Services Specialist, Youth Services Associate, Adult Services Assistant, and Youth Services Assistant.

Excluded Position:

All other employees of the Employer including those employees excluded under Revised Code Section 4117.01.

#### 1.2 Definitions

- A. The word "day" shall mean calendar day unless otherwise indicated.
- B. All references to bargaining unit members/employees in this Agreement designate both sexes, and wherever the male gender is used is shall be construed to include male and female bargaining unit members.
- C. The term "bargaining unit member" as used in this Agreement shall refer to those persons included in the bargaining unit.

### ARTICLE 2 DISCRIMINATION

- 2.1 The Library and the Union agree that there shall be no discrimination against any bargaining unit member on the basis of age, race, color, religion, national origin, sex, disability/handicap, genetic information, or military status.
- 2.2 The Library and the Union agree that there shall be no discrimination against any bargaining unit member based on the exercise of rights under Chapter 4117 of the Ohio Revised Code and that bargaining unit members shall not be coerced or required to join or refrain from joining the Union.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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

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

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

**ARTICLE 4**  
**UNION REPRESENTATION**

4.1 Union Representation

The Union shall represent all bargaining unit members of the library within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

4.2 Union Dues/Fair Share Fee/Maintenance of Membership

The Library will deduct dues from the pay of bargaining unit members that are members of the Union upon receipt from the Union of individual written authorization cards voluntarily executed by the bargaining unit member for that purpose and bearing his/her signature, except that any bargaining unit member shall have the right to revoke such authorization by giving written notice to the OAPSE State Treasurer between September 19, through October 19, each calendar year. If a Union member exercises his/her right to revoke dues deduction authorization, he/she shall have a fair share fee deducted thereafter.

At such time as Local 277 reaches 75% membership of all eligible bargaining unit members, all other bargaining unit members will be required to have a fair share fee deducted, not to exceed what a bargaining unit member pays for his/her annual dues.

4.3 Union Stewards

The Union may designate a Union steward for the bargaining unit at each of the Defiance Library locations. The Union steward or his/her designee or the local President or his/her designee may attend a grievance hearing without loss of pay.

4.4 Access to Premises

Official OAPSE field representatives conducting grievance investigations or other activities incumbent upon them by this Agreement shall not do so in public service areas but rather shall be provided a private place to do so by the Library where practicable.

4.5 Information Provided to the Union by the Library

The Library agrees to provide an annual seniority list and new hire information will be provided upon commencement of employment.

4.6 Bulletin Board

The Union shall have the right to post news on a bulletin board provided by the Library at the main Library and the branches.

4.7 Financial Documents

Upon request, the local Union will be provided one copy of the budget, annual appropriations, Board minutes and Board policies when finalized, pursuant to the Ohio Public Records law.

4.8 Use of Buildings

Upon request to the Director or his/her designee, the Union may meet at a room in the Defiance Public Library System depending on availability. The Union may use all equipment that is available to the public.

**ARTICLE 5**  
**NO STRIKE/NO LOCKOUT**

During the term of the Agreement or any extensions thereof, there shall be no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from a bargaining unit member's position, no stoppage of work, no slow down, or absence in whole or in part from the full, faithful and proper performance of the duties of employment.

Any bargaining unit member violating the provisions of this Article may be disciplined.

In recognition of this continuous performance pledge, the Library agrees there will be no "lockout" of members of the Union.

The Union agrees that it shall at all times cooperate with the Library to see that operations are continued in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any conduct in violation of this Article occurs, the Union shall promptly notify all bargaining unit members that the conduct is prohibited and not in any way sanctioned or approved by the Union. The Union shall promptly request all bargaining unit members to cease any such conduct and return to work at once.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

6.1 Definition of Grievance

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

6.2 Initiation of Grievance and Steps

Step One – Prior to filing a written grievance, the bargaining unit member shall discuss the matter informally with his immediate supervisor, within fourteen (14) calendar days of the occurrence of the incident in an effort to find a resolution to the grievance.

If the informal meeting does not resolve the matter to the satisfaction of the bargaining unit member, the bargaining unit member shall, within fourteen (14) calendar days following the informal discussion with the supervisor, reduce the grievance to writing and submit it to the grievant's immediate supervisor with a copy to the Library's Director.

The supervisor shall have fourteen (14) calendar days following the receipt of the grievance to respond in writing to the bargaining unit member and the President of Local 277.

In the case of dismissal, the Union reserves the right to expedite the grievance directly to the second step of the grievance procedure.

Step Two – If the grievance is not satisfactorily resolved at Step One, the bargaining unit member shall have fourteen (14) calendar days following the receipt of the supervisor’s response to appeal the grievance to the Library’s Director. The grievance shall include copies of the original grievance and the response received from the supervisor. The Library’s Director or her designee shall have fourteen (14) calendar days following the receipt of the grievance to hold a hearing with the appropriate Union representative. The Library’s Director or her designee shall have fourteen (14) calendar days following the hearing to respond in writing to the bargaining unit member and the President of Local 277.

Step Three – If the grievance is not satisfactorily resolved at Step Two, the Union shall have fourteen (14) calendar days to appeal the grievance to the Personnel Committee of the Board of Trustees. The Library Director or her designee shall then schedule a hearing with at least one (1) member of the Personnel Committee and the appropriate Union representative, within fourteen (14) calendar days following the Personnel Committee’s receipt of the Grievance. The Library shall respond, in writing, to the Union within fourteen (14) calendar days following the date of the hearing.

Step Four – If the grievance is not satisfactorily resolved at Step Three, the Union shall have fourteen (14) calendar days to send a written request to the Federal Mediation & Conciliation Service for grievance-mediation services. A copy of the written request must also be served on the Library. The Federal Mediation and Conciliation Service will endeavor to produce a settlement in accordance with the terms set forth in Section 6.4 below.

In the event that the Union fails to appeal the grievance or follow the time limits or procedures set forth in Steps One through Four, the grievance shall be considered dropped. In the event that the Library fails to appeal the grievance or follow the time limits or procedures set forth in Steps One and Two above, the grievance shall proceed to the next level. Grievances settled by default of any of the parties shall not be precedent for later grievances. Time limits may be extended due to extenuating circumstances by the mutual agreement of the Library and the Union. All such extension shall be in writing.

6.3 Grievances by the Library

If the Library has a grievance against the Union under this Agreement, the Library shall contact the Local Union President and an attempt shall be made to resolve the grievance. In the event a resolution cannot be reached, the Library may proceed to Step Three as outlined in this Article.

6.4 Federal Mediation & Conciliation Service, United States Government  
Grievance Mediation Agreement

The parties jointly hereby request the assistance of the FMCS in the attempted resolution of the grievances properly before them pursuant to Article 6. The parties agree to the following:

1. Grievances mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure. Nor shall it be used to unnecessarily delay resolution of the grievance.

2. Proceedings before the mediator will be informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation.
3. Mediation sessions are private; the grievant is entitled to be present; non-parties may attend only with the permission of the parties and with the consent of the mediator.
4. The mediator may conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.
5. The mediator has no authority to compel resolution of the grievance.
6. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.
7. Only matters involving the interpretation, application or enforcement of a specific provision of the Collective Bargaining Agreement shall constitute a grievance under this mediation process.
8. The parties agree that the mediation process shall remain confidential between the parties.

**ARTICLE 7**  
**SENIORITY**

7.1 Definition of Seniority

A. System Seniority

System Seniority shall be defined as the length of employment by a bargaining unit member with the Library as computed from the bargaining unit member's earliest date of hire, without a break in service.

B. Job Classification

Job Classification Seniority shall be defined as the length of employment by a bargaining unit member in a particular job classification within a particular department as computed from the bargaining unit member's most recent date of entry into such job classification within the particular department.

7.2 Tie-breaker System

Tie in seniority shall be broken by a selection process such as a flip of a coin or drawing straws.

7.3 Probationary Period

There shall be a probationary period of one hundred twenty (120) days. Probationary employees are not employees or bargaining unit members for the purpose of this Agreement while serving their probationary period. However, probationary employees' wages, health insurance, vacation, holidays, work schedules, and sick leave will be governed by this Agreement. Upon the successful completion of the probationary period, a bargaining unit member's seniority shall be retroactive to the date of their appointment.

The Library retains the sole and exclusive right to extend the probationary period for up to an additional thirty (30) days.

7.4 Loss of Seniority

A bargaining unit member's seniority shall terminate when a bargaining unit member:

- (a) resigns, retires or dies;
- (b) is discharged for just cause;
- (c) is laid off for a period of more than one (1) year or
- (d) a laid off bargaining unit member declines recall to a position for which they are qualified.

7.5 Seniority Lists

The Library agrees to maintain system and job classification seniority lists.

**ARTICLE 8**  
**VACANCIES**

When the Library authorizes the filling of a bargaining unit vacancy, it shall post the vacancy on bulletin boards at each Library location for a period of seven (7) calendar days.

In-house applicants must submit a written letter of application and resume for consideration to the Director within seven (7) calendar days from the date of posting.

All qualified in-house applicants shall be afforded an interview. Qualified means:

- (a) The bargaining unit member meets the minimum job requirements;
- (b) The bargaining unit member is not in written corrective action in the previous twelve (12) months, or eighteen (18) months in cases resulting in a one (1) day suspension, or twenty-four (24) months in the event of suspension.

In the event that there are applicants with equal qualifications, then length of system seniority with the Library will determine the selection. In the event that there are applicants with equal qualifications and length of system seniority with the Library, a coin flip will determine the selection.

The Library may interview outside applicants when there are no qualified in-house applicants based on the criteria stated above.

Nothing in this Agreement shall be construed to prevent a supervisor from requiring bargaining unit members to temporarily work out of their classifications when the demands of public service and/or other circumstances require.

## **ARTICLE 9**

### **HOURS OF WORK**

#### **9.1 Hours of Work**

A regular full-time bargaining unit member works forty (40) hours a week. Regular part-time bargaining unit members will be classified in one of the following two (2) categories:

- a. A bargaining unit member who works an average of thirty (30) hours per week over two (2) pay periods.
- b. A bargaining unit member who works an average of twenty (20) hours per week over two (2) pay periods

Bargaining unit members are expected to work a flexible schedule including Saturdays, Sundays and evenings. No bargaining unit member may work more than ten (10) hours in a day without approval from the Director.

#### **9.2 Meal Breaks**

A bargaining unit member who works more than six (6) hours in a day will have one (1), thirty (30) minute unpaid meal break. The meal break will be taken at a time set by the bargaining unit member's supervisor. A bargaining unit member may not work through an unpaid meal break in exchange for arriving at work late or leaving early, unless expressly authorized by the supervisor.

#### **9.3 Rest Breaks**

Full-time and part-time bargaining unit members will be granted one (1) fifteen (15) minute paid rest break for each four (4) consecutive hours of work. Rest breaks shall not be taken consecutively or at the beginning or end of a scheduled work period, or immediately proceeding or following the unpaid meal break. Rest breaks may not be accumulated or used at a later time.

Break periods shall be taken as approved by the supervisor and at a time that does not interfere with the demands of public service.

#### **9.4 Overtime**

A bargaining unit member who works more than forty (40) hours in a work week shall receive overtime pay at one and one-half (1 ½ ) times his/her regular hourly rate for the hours worked in excess of forty (40).

All extra (substitute) time and over time will be offered within the affected department to bargaining unit members on a rotational basis by seniority.

9.5 Flexitime

The library may ask a bargaining unit member to work beyond their scheduled work hours. The bargaining unit member has the choice whether to work beyond his/her scheduled work hours. At the time of the request, the library will present a flexitime off- option within, either the current week, or the two week period following the additional time worked.

9.6 Emergency Closing of the Library

- A. In the event of an unscheduled closing all bargaining unit members scheduled for work shall suffer no loss of pay. Bargaining unit members will be compensated at their regular rate of pay for all hours scheduled on such day.
- B. If the Library or any of its branches is closed by the Director or his/her designee because of weather conditions the bargaining unit member will receive the pay they would have received for all the hours which they were scheduled to work but did not work due to the closing.
- C. If the Library is open and a staff member cannot report to work because of bad weather or elects to leave early because of deteriorating conditions, the time lost may be rescheduled within the work week or the following two weeks period or they may choose to use personal, vacation or accumulated compensatory time for those hours lost.

**ARTICLE 10**  
**REDUCTION IN FORCE AND RECALL**

In the event of a layoff, the Library shall notify the Union in advance when practicable.

Layoffs will be determined by inverse seniority within the job classifications affected. Recall shall occur by recalling the most senior laid-off bargaining unit member in the job classification being recalled. This process shall continue as long as there is a list of laid-off bargaining unit members.

A person shall cease to be a "laid off bargaining unit member" for the purpose of this Article one (1) year following the effective date of his/her lay-off.

A bargaining unit member laid off pursuant to this Article, can bump a less senior bargaining unit member in their own classification at any library location. If there is no one for them to bump, they then may bump a less senior bargaining unit member from a different job classification if the bumping bargaining unit member has at least six (6) months system seniority and is qualified to perform the bumped-to job classification's functions. There shall be a probationary period of 60 days.

**ARTICLE 11**  
**CORRECTIVE ACTION**

The Library agrees to apply the principles of progressive discipline when appropriate. The normal application of progressive discipline is a verbal reprimand followed by one or more written reprimands, and one or more suspensions prior to termination depending upon the seriousness of the offense.

The Library may suspend or terminate a bargaining unit member for just cause. Only suspensions and terminations are subject to appeal through the grievance procedure. However, any lesser corrective action, the bargaining unit member may attach a rebuttal to the corrective action and place it in their personnel file within two weeks.

In the event of a written warning, suspension or termination, the bargaining unit member shall be advised of the grounds for said discipline and afforded the opportunity to respond at a meeting with the Director or his/her designee. The Director or his/her designee will determine whether to affirm, rescind or modify the disciplinary action. The bargaining unit member may be represented at such meeting by a Union representative or another bargaining unit member.

Prior disciplinary action will not be considered or relied upon in any new disciplinary action taken against the bargaining unit member after a period of twelve (12) months from the date of cause, or eighteen (18) months in cases resulting in a one (1) day suspension, or twenty-four (24) months in cases resulting in a suspension of two (2) days or more.

Personnel files shall be maintained in the fiscal office. All bargaining unit members and/or their Union representative may review the contents of their personnel file during normal business hours by scheduling an appointment with the Director or his/her designee.

No disciplinary materials can be placed in a bargaining unit member's personnel file without the Director or his/her designee's written approval and notice to the bargaining unit member.

**ARTICLE 12**  
**HOLIDAYS**

12.1 All bargaining unit members who have a 20 hour work week or more are paid on a pro-rated basis up to eight (8) hours according to their work week for the following holidays when the Library is closed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Day after Christmas
- New Year's Eve (12:00 Noon (5 hours))

12.2 When the holidays: New Year's Eve and New Year's Day fall on a day a library location is closed, the bargaining unit member will be paid their pro-rated wage according to their work week. There will be no adjustment for dates observed. Effective December 20, 2012, and hereafter.

If a holiday, other than New Year's Eve or New Year's Day falls on Saturday, the Library observes the holiday by closing Friday and Saturday. The holiday benefit is paid on the Friday before the Saturday holiday. If the holiday falls on Sunday, the Library observes the holiday by closing Sunday and Monday. The holiday benefit is paid on the Monday following the Sunday holiday.

The Library is closed for the following additional holidays, but no bargaining unit member is compensated for the time: Maundy Thursday (6:00 p.m. – 8:30 p.m.), Easter, Thanksgiving Eve (6:00 p.m. – 8:30 p.m.). Supervisors will arrange the weekly schedule on these weeks for all bargaining unit members so no bargaining unit member loses work week hours.

12.3 Bargaining unit members with less than 30 days' service are not eligible for holiday pay.

12.4 An bargaining unit member shall not be eligible for holiday pay if he/she fails to work his last scheduled shift prior to and his first scheduled shift after a holiday, unless absence is due to proven illness or injury of bargaining unit member, spouse, dependent children, or parent; or death in the immediate family.

12.5 If the Library requires a bargaining unit member to work on one of the designated holidays listed above, in addition to holiday pay, he/she shall receive compensatory time in the amount of one and one-half (1 ½) hours for each hour worked.

12.6 Religious

A bargaining unit member may be absent on a day identified by duly constituted religious body which has established that the proper observance of such religious holiday prohibits the performance of such religious body. Requests for such absence shall be made to the Director at least ten (10) work days prior to the holiday.

## **ARTICLE 13**

### **VACATION**

13.1 Vacation Eligibility

Bargaining unit members who have a 20 hour work week or more and who have worked one full year are entitled to a paid 2 week vacation. After 5 years of service, a bargaining unit member's vacation shall be 3 weeks, and after 10 years of service, vacation shall be 4 weeks.

The number of vacation hours per week equals the bargaining unit member's assigned work week hours.

Vacation time is computed from beginning date of the first payroll period of the fiscal year and must be used during the following 12 month period. More than one (1) bargaining unit member from the same department may be granted vacation leave during the same work week with the approval of the Department Head.

For newly hired bargaining unit members, vacation time is computed from the date of employment to their anniversary date and may be used in the remainder of the current year but must be used by the end of the next fiscal year.

Vacation earned from the first anniversary date to the end of the current fiscal year will be pro-rated and credited on the beginning date of the first payroll period of the next fiscal year and must be used by the end of that fiscal year.

Unpaid leaves of absence shall not be counted for vacation purposes.

### 13.2 Vacation Scheduling

Senior bargaining unit members shall have preference when fixing the dates for their vacation. A vacation sign up period shall commence on January 1 and continue through the last day of February during each year of this agreement (to request vacation for the months of March through December).

All requests for vacation to be used during the months of January and February are on a first-come, first-served basis. Requests for vacation for available weeks after March 1 are on a first-come, first-served basis. All requests for vacation must be submitted on the vacation form.

As of March 1, bargaining unit members must have selected one-half ( $\frac{1}{2}$ ) their annual vacation, and must be scheduled in not less than one full week increments. (Examples of a full week are a Monday through Sunday or a Wednesday through Tuesday.)

As of March 1, bargaining unit members who have selected their vacation during the sign up period will not lose their vacation to a more senior bargaining unit member. A bargaining unit member may voluntarily cancel a vacation period. The vacation schedule shall be posted on the first work day following the last day of February.

Vacation requests shall be for a minimum of one (1) hour. Vacation leave may be granted upon request in case of an emergency.

### 13.3 Applying Vacation Leave Time Towards An Absence

The Library may only apply a bargaining unit member's Vacation Leave toward any absence if permitted under this contract or with the consent of the bargaining unit member.

### 13.4 Unused Vacation

At the last pay period each year, the Library will pay out a bargaining unit member's unused vacation leave in hourly increments up to two (2) days of their pro-rated work week at the bargaining unit member's current rate of pay.

Upon termination of services, a bargaining unit member is entitled to compensation of the unused vacation. In the event of death of a bargaining unit member who is entitled to vacation time, that paid vacation time will be paid to the beneficiary designated on the life insurance policy provided by the Board; provided, however, that if there is no designated beneficiary surviving the bargaining unit member, the payment shall be made to the bargaining unit member's estate.

The bargaining unit member shall have a current, accurate report of his accumulated vacation time on each pay stub.

**ARTICLE 14**  
**SICK LEAVE AND RELATED ABSENCES**

14.1 Accrual Rate

Full time bargaining unit members, assigned a forty (40) hour work week, shall earn eight (8) hours sick leave a month and a total of ninety-six (96) hours in a fiscal year. Part time bargaining unit members who are assigned twenty (20) or thirty (30) hour work week will earn a pro-rated share of sick leave.

Sick leave may be accrued to a total of six hundred forty (640) hours for a full time bargaining unit member. Part time bargaining unit members may accrue a pro-rated share of the sick leave. All bargaining unit members are urged to accrue sick leave as rapidly as possible to offset a major illness, should one occur.

New bargaining unit members may draw up to one (1) week of their pro-rated share of non-accrued sick leave, to be paid back during the first year of employment. If the bargaining unit member leaves or the first year of employment ends before this sick leave accumulates, the time will be deducted from pay. Otherwise, sick leave may not be used until earned.

Upon retirement, bargaining unit members will be paid one-fourth (1/4) of the accrued sick leave credit at their current pay rate. This will terminate the sick leave balance.

14.2 Use of Sick Leave

Sick leave with pay may be used for the following purposes:

- (a) For absence of bargaining unit member due to illness or injury;
- (b) For absence of bargaining unit member due to illness of parent, spouse, son, daughter, doctor or dental appointment(s) or other as provided by the Department of Labor's FMLA regulations;
- (c) Sick leave must be taken in increments of not less than one quarter (.25) hours; and
- (d) When the use of sick days extends beyond three (3) consecutive scheduled work days, the bargaining unit member shall furnish the Library with a physician's statement verifying the use of sick leave and a release to return to work.

14.3 Process for Calling Off Sick

When a bargaining unit member is unable to report to work he/she shall notify their supervisor, if unable to reach their supervisor, the covering supervisor, no later than one (1) hour prior to their scheduled starting time.

It is understood that in case of an emergency, notice shall be provided as soon as practical.

#### 14.4 Sick Leave Transfer Program

Bargaining unit members may transfer sick leave to a fellow bargaining unit member who is eligible to accrue and use sick leave. The intent of the leave transfer program is to allow bargaining unit members to voluntarily provide assistance to their co-workers who are in critical need of leave due to a catastrophic event of the bargaining unit member.

The following criteria for transferring sick leave for bargaining unit member's individual use only will apply:

- A serious or catastrophic health related event has occurred to an bargaining unit member.
- An bargaining unit member may use donated leave based on his/her work week. Donated leave will be paid out at the recipient's hourly rate.
- The bargaining unit member must use all paid leave benefits before using donated leave.
- A minimum balance of 2 weeks of sick leave hours must be retained by the bargaining unit member donating his/her sick leave.
- Bargaining unit members who wish to transfer sick leave shall certify the name of the bargaining unit member for whom the leave is intended. The certification form shall be submitted to the Fiscal Officer. The bargaining unit member shall also certify the leave is donated voluntarily and he/she understands the leave will not be returned.

### **ARTICLE 15 OTHER LEAVES**

#### 15.1 Personal Leave

All bargaining unit members who have a twenty (20) hour work week or more and who have completed their probationary period are entitled to receive up to three (3) Personal Days (up to 24 hours) allotted on a pro-rated basis according to their work week. Bargaining unit members receive the personal leave effective the first payroll of the fiscal year and the leave may be used on or before the last payroll of the fiscal year. Unused personal leave does not accumulate for the following year.

For newly hired bargaining unit members, a pro rata share of personal leave, computed from date of hire, through end of current fiscal year, may be taken at the end of the probationary period. This pro rata share must be used by the end of the next fiscal year. This is the only time when personal leave may be carried over the next fiscal year.

Personal leave must be scheduled with your supervisor or approved by the Director. Personal Leave must be taken in increments of not less than one hour.

At the last pay period each year, the Library will pay out a bargaining unit member's unused personal leave in hourly increments at the current rate of pay.

## 15.2 Bereavement Leave

Bargaining unit members shall be granted bereavement leave on consecutive calendar days with pay based on scheduled hours.

Up to three (3) days will be granted in the case of death of bargaining unit members' family, which includes mother, step-mother, father, step-father, brother, step-brother, sister, step-sister, child, step-child, spouse, grandchild, step-grandchild, legal guardian or other person who stands in the place of a parent (in loco parentis.)

Up to two (2) days will be granted in the case of death of bargaining unit members' family, which includes, grandparent, step-grandparent, mother-in-law, step-mother-in-law, father-in-law, step-father-in-law, sister-in-law, step-sister-in-law, brother-in-law, step-brother-in-law, daughter-in-law, step-daughter-in-law, son-in-law, step-son-in-law.

These days will not be deducted from any paid leave accumulated by the bargaining unit member.

Accumulated sick leave may be used to extend bereavement leave by four (4) more days.

## 15.3 Education Leave

A bargaining unit member who has been employed twelve (12) continuous months may request a leave for educational purposes to attend classes required by a Masters in Library and Information Science program. A leave may be granted for a period not to exceed one (1) calendar year. The bargaining unit member shall not be paid during the education leave period. The bargaining unit member must use all accrued vacation and personal leave prior to commencement of an education leave and shall not accrue or receive any benefits during the period of leave.

A leave of absence without pay may also be granted in the form of a reduced work week for up to one (1) calendar year when the bargaining unit member's accrued vacation and personal leave have been used. The bargaining unit member will earn benefits according to their reduced work week schedule during said leave.

A written request stating the bargaining unit member's proposed program, school, and course work shall be submitted to the Director and must be approved by the Director and the Board of Trustees.

The Library shall not be required to hold a position for a bargaining unit member on educational leave, however, preference will be given to the bargaining unit member returning from educational leave, in filling an appropriate vacancy. If the bargaining unit member has not been re-appointed within three (3) calendar months following the end of the educational leave, he shall be considered resigned from employment with the Library. An educational leave shall not be considered as a break in eligible years of service.

It shall be the bargaining unit member's responsibility to contact the Director one (1) month prior to the end of his leave about plans for return. The Library will make a reasonable effort to return the bargaining unit member to a similarly classified position as held prior to the leave if one is available.

15.4 Military Leave

Bargaining unit members shall be entitled to military leave provided by State law and shall retain all rights and privileges granted by State law arising out of the exercise of military leave.

15.5 Jury Duty

A bargaining unit member who is required to serve on jury duty will be paid his/her regular rate of pay for such time, which coincides with his/her scheduled work hours. Jury duty pay covering time which coincides with scheduled work hours shall be paid to the Library.

15.6 Family and Medical Leave

Bargaining unit members who have been employed at least 12 continuous months and have worked 1,250 hours in the previous 12 months will be eligible to request a leave of absence.

A leave of absence without pay may be granted for one (1) hour and up to 12 weeks when additional time is needed for one of the reasons listed below:

1. For birth and care of the newborn child of the bargaining unit member;
2. For placement with the bargaining unit member and care of a son or daughter for adoption or foster care;
3. To care for an immediate family member with a serious health condition;
4. To take medical leave when the bargaining unit member is unable to work because of a serious health condition; or
5. For any qualifying exigency related to the bargaining unit member's spouse, son, daughter, or parent on or called to active military duty.

A leave of absence without pay may be granted for one (1) hour and up to 26 weeks when additional time is needed for one of the reason listed below:

1. For a spouse, son, daughter, parent, or next of kin to care for a covered service member who is recovering from a serious illness or injuries sustained in the line of duty.

For purposes of this Article, the terms serious health conditions and immediate family member are defined by the Department of Labor's FMLA regulations.

Bargaining unit members must provide four (4) weeks advance written notice of the need for leave when the need is foreseeable. If the need is not foreseeable, notice must be given as soon as practicable. All leave of absence requests must be submitted to the Director and Board for approval. In the case of an emergency request, the Director may approve the leave of absence until Board action.

Under certain circumstances, a bargaining unit member may take an intermittent leave – which means taking leave in blocks of time or by reducing their normal weekly work schedule – for up to 12 weeks.

The Library will maintain group health insurance coverage for a bargaining unit member on leave pursuant to this Article whenever such insurance was provided before the leave commenced and on the same terms as if the bargaining unit member had continued to work. If applicable, arrangements will be made for bargaining unit members to pay their share of health insurance premiums while on leave. In some instances, the Library may recover premiums it paid to maintain health coverage for a bargaining unit member who fails to return to work from leave pursuant to this Article.

All the bargaining unit member's accrued sick, vacation, and personal leave must be used concurrently during the leave of absence. Bargaining unit members on an unpaid leave of absence do not accrue sick, vacation, and personal leave and will not be paid for holidays occurring during the period of leave.

Upon return from a leave of absence for the bargaining unit member's own serious health condition, the bargaining unit member must submit a physician's statement releasing the bargaining unit member to work

Upon completion of the leave of absence, the bargaining unit member may be returned to the position formerly occupied or a similar position if the former position is no longer available.

If a bargaining unit member fails to return to his/her duties on or before the expiration of the leave of absence granted, he/she will be considered to have resigned voluntarily at the expiration of the leave.

15.7 Additional Leave

An bargaining unit member who has exhausted all leave time available under Section 15.6, may apply to the Board of Trustees for additional unpaid leave up to twelve (12) weeks to care for an immediate family member with a serious health condition or to take medical leave when the bargaining unit member is unable to work because of a serious health condition. The terms "serious health condition" and "immediate family member" are defined by the Department of Labor's FMLA Regulations. Any such additional leave is left to the Board of Trustees' discretion.

**ARTICLE 16**

**PERS**

All bargaining unit members are enrolled in the Ohio Public Employees Retirement System (OPERS) in place of Social Security, which provides retirement, disability, and survivor benefits for public employees in Ohio. The Library will: withhold and send in bargaining unit member contributions, contribute on behalf of each bargaining unit member the employer contribution, and generate and send monthly required reports.

**ARTICLE 17**  
**MISCELLANEOUS**

17.1 Job Descriptions

The Library will make available copies of job descriptions to the Union following ratification of this agreement by both parties.

The Library agrees to provide affected bargaining unit member's and the Union with copies of bargaining unit member's new or changed job descriptions and their input will be considered prior to final approval of the Library Board.

17.2 Position Audit

Not more than once during any rolling twelve (12) month period, a bargaining unit member or the bargaining unit designee on behalf of the bargaining unit member, may request a review (audit) of a job classification. The bargaining unit member, or the bargaining unit member's designee on behalf of the bargaining unit member, will be afforded a reasonable opportunity to submit facts relative to the job classification.

A three (3) member committee consisting of one (1) supervisory employee, one (1) neutral (FMCS or other mutually agreed upon qualified individual), and the bargaining unit member or the bargaining unit member's designee will review the matter and make a recommendation to the Director within thirty (30) days after receiving the bargaining unit member's request for an audit.

If the bargaining unit member, or the designee who requested the position audit is dissatisfied with the Committee's recommendation, the bargaining unit member or designee shall have the right to discuss same with the Director. However, the decision of the Director is final and binding and is not subject to the grievance procedure.

Nothing in this Article alters the fact that positions, specifications and job content are the sole responsibility of the Library and not the union.

17.3 Labor Management Meetings

Labor Management meetings shall be arranged as requested between the Library and the Union to discuss matters pertaining to employee relations policy. Labor Management meetings will be arranged between the Local Union President and the Library Director or designated representative thereof upon the request of either party. Both parties shall have no more than two (2) representatives, unless agreed upon by both parties. In cases where safety issues are to be discussed both the library and the union may add an additional two (2) persons to the meeting.

Arrangements for such Labor Management meetings shall be made in advance and an agenda shall be presented at the time the meeting is requested. The members of the bargaining unit shall not lose time or pay for time spent in Labor Management meetings. Labor Management meetings shall not include discussion of any grievance or contract dispute pending under the grievance procedure outlined in the Agreement.

**ARTICLE 18**  
**INSURANCES**

Participation in the City of Defiance health insurance plan is available to bargaining unit members working thirty-two (32) hours/week or more. Full time bargaining unit members (40 hours/week) and the Library will each pay 50% of any increases. Bargaining unit members working 32 hours/week will pay 100% of premiums.

Bargaining unit members working thirty (30) hours per week have the option of working two (2) additional hours per week to gain access to the City of Defiance Health Plan. Said additional two (2) work hours will not result in any other benefit accruals.

If a thirty (30) hour per week or thirty-two (32) hour per week bargaining unit member terminates employment, the position, if posted, will be posted at thirty (30) hours per week.

If a thirty-two (32) hour per week bargaining unit member terminates insurance, their position will return to a thirty (30) hour per week assignment.

**ARTICLE 19**  
**WAGES**

Year 1 – 1% on mid-point effective 12/25/2011

Year 2 The parties agree to re-open this Article only, by December 1, 2012 to determine wages for the remainder of the contract duration.

See attached Wage Schedules.

**ARTICLE 20**  
**NEGOTIATION PROCEDURES**

Either the Library or the Union desiring to negotiate a successor Agreement shall, not less than ninety (90) days prior to the expiration date of the existing Agreement serve via electronic mail or fax a Notice to Negotiate stating its desire upon the other party and SERB. Within thirty days of service of that Notice to Negotiate, the parties will agree on a date to commence negotiations.

Each side may have up to three Library employees on their respective bargaining teams. Further, each side may have one non-employee representative.

If a member of the Union's bargaining team misses regularly scheduled work hour(s) due to bargaining, the Library will work with the bargaining team member to reschedule the missed hours of work.

Either the Library or the Union can request the assistance of a mediator any time within fifty (50) days prior to the expiration of the negotiation period.

When Tentative Agreement is reached, it shall be submitted to the Union and Library Board of Trustees for formal approval. Following ratification by the Union, the Board shall consider ratification. After the Library and Union ratify and sign the Agreement, the Union shall distribute it to every bargaining unit member.

**Article 21**  
**SAVINGS CLAUSE**

If any provision of this Agreement is held to be unlawful by any agency or court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

It is the intent of the parties that should any Article or Section of this Agreement be held invalid or inoperable, that Section or Article shall be renegotiated in an attempt to provide validity, operable or acceptability to such Section or Article.

**ARTICLE 22**  
**WAIVER OF NEGOTIATIONS**

The library 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 within the scope of collectively bargaining/negotiations and that the understandings of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the library 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 the Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter 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.

This Article shall not operate to bar negotiations over any subject or matter which the library and the Union mutually agree to negotiate.

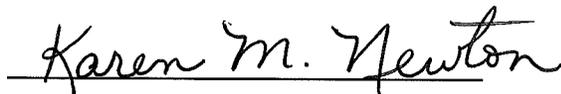
**ARTICLE 23**  
**DURATION OF AGREEMENT**

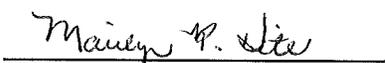
The Agreement shall be effective as of December 20, 2011 and shall continue in full force until midnight December 19, 2014.

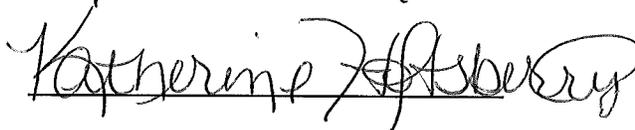
For Defiance Public Library

For the Ohio Association of  
Public School Bargaining unit members  
AFSCME, Local 4/AFL-CIO  
And it's Local #277

  
Board of Trustees



  
Director



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December 12, 2008

Kelly Mobley  
Field Representative  
Toledo Field Office  
OAPSE Local #277  
420 S. Reynolds Road, Suite 102  
Toledo, OH 43516

RE: Personnel Policies

Dear Ms. Mobley,

This letter confirms that the Library will continue its practice of providing bargaining unit bargaining unit members with advance notice of new or changed personnel policies during the term of the 2009 Collective Bargaining Agreement.

Sincerely,

Marilyn R. Hite  
Director

## MEMORANDA

March 3, 2006

The Defiance Public Library is forming a Safety Committee, composed of four (4) members. The charge of the committee is to address staff safety issues and make recommendations to the Library's Director. The recommendations are non-binding.

Two (2) members are to be named by the Director: Clerk-Treasurer/Building Manager and Automation & Technical Services Dept. Head/Safety Director, representing the Library management and two (2) members are to be named by the Union Local. The committee will meet upon request of a committee member. The Clerk-Treasurer/Building Manager and a union member will co-chair the committee. The co-chairs will schedule meetings at mutually convenient times.

March 3, 2006

The supervisor of each department or location sets his/her staff schedule and will either issue it bi-weekly or monthly. The supervisor will continue to issue the schedule that works best for his/her service, but the department or location staff must receive their schedule for the upcoming payroll period no later than the Wednesday they receive payroll checks.

**2012-2014 Contract  
Bargaining Group  
Classification Schedule**

**2012  
Year 1  
1%**

Position & Classification		Minimum	Mid-Point	Maximum		1% Wage Increase
	4	7.74	8.604	9.46	0.085	0.09
Library Aide	5	8.13	9.035	9.94	0.089	0.09
Tech Svs Assistant	6	8.36	9.504	10.64 +/-12%	0.094	0.09
Circulation Assistant	7	8.76	9.960	11.15	0.099	0.10
Branch Assistant	8	8.90	10.467	12.04 +/-15%	0.104	0.10
	9	9.35	10.999	12.65	0.109	0.11
	10	9.47	11.544	13.62 +/-18%	0.114	0.11
Custodian	11	9.94	12.127	14.31	0.120	0.12
Tech Svs Specialist	12	10.19	12.735	15.28 +/-20%	0.126	0.13
	13	10.68	13.356	16.03	0.132	0.13
Adult Svs Associate Branch Associate ILL Associate Ohioana Associate Youth Svs Associate	14	10.94	14.027	17.11 +/-22%	0.139	0.14
AV Coordinator	15	11.49	14.737	17.98	0.146	0.15