

STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT
BETWEEN
RITTER PUBLIC LIBRARY
AND
LOCAL 337 OF THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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ARTICLE I – PREAMBLE

This Agreement is between the Board of Trustees, Ritter Public Library, hereinafter referred to as the “Employer” and the Ohio Association of Public School Employees Local #337 (hereinafter referred to as the “Union”), and constitutes a binding agreement between the parties.

ARTICLE II – DESCRIPTION OF THE BARGAINING UNIT

1. The bargaining unit shall consist of professional employees in the following classifications: reference associate, youth service associate, along with non-professional employees in the following classifications: circulation assistant, circulation team supervisor, materials processing assistant, overdue processing assistant, shelver, technical services assistant, technical services specialist, technology associate, youth services assistant.

2. Excluded from the unit are the acquisition specialist/administrative assistant, head of circulation/technical services, librarians, custodial and maintenance workers, seasonal, temporary and casual employees, and all other employees of the employer including all confidential, management and supervisory employees as defined in R.C. Section 4117.01.

3. Should there be any questions concerning the placement as included or excluded from the bargaining unit of a new position or classification established by the Employer, the Union and the Employer shall meet to discuss said question. Nothing in this section shall limit the rights of the Employer to establish new jobs or establish the duties of individual jobs.

ARTICLE III – MANAGEMENT RIGHTS

Except as specifically limited by a provision of this collective bargaining agreement, the Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, including, without limitation the following:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs, standard of services, overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Take all actions designed to maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, lay off, transfer, assign, schedule, promote, discharge or retain employees;
6. Determine the adequacy of and effectively manage the work force; including but not limited to the right to determine the number of employees assigned to any particular classification or department, the right to establish, change, combine or abolish job classifications and job descriptions;
7. Determine the overall mission of the employer as a unit of government;
8. Establish rules governing employment or work conditions;
9. Take actions to carry out the mission of the public employer as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE IV - UNION RIGHTS

4.1 Union Rights

- 4.1.1 The Employer shall distribute a copy of this Agreement to all newly hired bargaining unit members.
- 4.1.2 Bargaining unit members shall have the right to Union representation at all meetings at which disciplinary action is contemplated.
- 4.1.3 The employer shall provide the Union President or his/her designee and one other person release time of thirty-five (35) hours per contract year to attend grievance, disciplinary or other meetings with the employer that are required by the employer or this Agreement.

4.1.4 The Union shall have the right to post the following on a bulletin board designated by the employer:

- (a) Union meeting notices;
- (b) Union election notices;
- (c) notices of appointment to Union offices;
- (d) notices of Union social affairs;
- (e) notices of meetings under the grievance procedure;
- (f) a copy of the labor agreement; and
- (g) information relative to collective bargaining or developments in the law affecting public employees.

The Union may also use bargaining unit member mailboxes to distribute Union news and other Union correspondence. No union material shall be placed in locations other than those designated herein.

4.1.5 The Union and its representatives shall have the right to use the Library building at all reasonable hours for meetings upon twenty-four (24) hours prior notice, so long as it does not interfere with the normal conduct of the Library's day or previously scheduled activities.

4.1.6 The Union shall have the right to use Library copy machines, when such equipment is not otherwise in use, at a cost of 5¢ per page. Should any equipment be damaged due to negligence on the part of the Union, then the Union will pay for any necessary repairs.

4.1.7 The Employer agrees to permit the Union President or his/her designee leave of three (3) days each contract year to attend the OAPSE Annual Conference with continuity of pay.

ARTICLE V – INDIVIDUAL RIGHTS

5.1 Individual Right

There shall be no reprisals of any kind, or threats thereof, taken against any employee by reason of his or her membership in the Union, or participation in Union activities on behalf of self or others. Likewise, there shall be no reprisals against any employee for non-membership or non-participation in the Union by either the Employer or Local #337.

ARTICLE VI – UNION SECURITY AND DUES DEDUCTION

- 6.1 The Employer agrees to deduct from the paychecks of employees, Union dues for every employee who authorizes the Employer to do so in writing.
- 6.2 Union dues shall be forwarded by the Employer to the OAPSE State Treasurer each month along with a list of all employees for whom dues have been deducted.
- 6.3 Deductions shall be made in twenty-six (26) equal installments. Employees not enrolled for payroll deductions may commence deductions at any time by submitting a request in writing to the Clerk-Treasurer of the Library that includes the amount of dues to be deducted. Deductions shall begin with the following pay period (second paycheck).
- 6.4 The Employer will not honor dues deduction revocations from any employees, except as provided herein.
- 6.5 The Employer will deduct dues from the pay of employees who are members of the Union upon receipt of written authorizations cards as provided above. Any employee may submit a dues deduction revocation authorization by giving written notice to the Employer at any time between and including December 21 through December 31 of any year. The Library shall comply with this provision regardless of whether any notice is given to the Union. Such revocation shall become effective with the first paycheck of the following year.
- 6.6 The Union agrees that it will indemnify and save the Employer harmless from any action growing out of these deductions and commenced by an employee against the Employer. The Union assumes full responsibility for the disposition of the dues deducted once they have been turned over to the Union.

ARTICLE VII – FAIR SHARE FEE

- 7.1 If eighty percent (80%) or greater of the bargaining unit members have authorized dues deductions under Article VI, employees in the bargaining unit who are not members of the Union shall pay to the Union a *fair share fee*. If the percentage of bargaining unit members authorizing dues deductions falls below eighty percent (80%), *fair share fees* shall not be deducted and paid. In accordance with Article VI, dues deduction authorizations may be submitted to the employer anytime, but withdrawal of that authorization will only be honored if notice is given to the Employer between and including December 21 through December 31 of any year.
- 7.2 If applicable, *fair share fees* shall be deducted beginning on the effective date of this agreement or, if the eighty percent (80%) threshold is not met at that time, beginning

thirty days after the eighty percent (80%) threshold is met. For individuals joining the bargaining unit, applicable deductions will begin sixty days following the beginning of employment. This *fee* will not include monies spent on political or ideological matters. *Fair share fees* shall not exceed dues paid by members of the Union who are in the bargaining unit.

- 7.3 *Fair share fees* shall be deducted from the payroll checks of non-bargaining unit employees in the same manner as regular membership dues are deducted, and forwarded by the Employer or the OAPSE State Treasurer in the same manner, except that written authorization for deduction of *fair share fees* is not required. Payments by employees holding religious conscientious objections will be governed by ORC Section 4117.09(c).
- 7.4 It shall be the responsibility of the Union to prescribe an internal rebate procedure of monies spent on political or ideological matters opposed by the *fair share fee* payor, which are not related to the purposes of enforcing or negotiating the agreement or processing grievances. The Union certifies to the Board that an internal rebate procedure shall be established in accordance with Section 4117.09(c) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee shall be established and posted for the information of members of the bargaining unit and that such procedure and posting shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio. The Union warrants that its rebate procedures will satisfy case law, federal, state and local statutes, and meet constitutional requirements.
- 7.5 The Union agrees to indemnify and hold the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of this fair share fee section.

ARTICLE VIII – NON-DISCRIMINATION

- 8.1 There shall be no unlawful discrimination by the Board or Association against any bargaining unit member as a result of or because of such bargaining unit member's race, color, sex, religion, age, national origin, disability, or membership or non-membership in the Association.
- 8.2 The Board may vary from any of the provisions of this Contract in order to meet these obligations.
- 8.3 Any allegation of discrimination by a bargaining unit member against the Board shall be resolved through the grievance and arbitration procedure set forth in Article XI, except bargaining unit members may file a charge regarding alleged discrimination under this Article with the Equal Employment Opportunity Commission ("EEOC") in lieu of filing a grievance. In the event the EEOC issues a "Right to Sue" letter, the bargaining unit member may initiate arbitration through the Association at Step 3 of the grievance

procedure. The arbitrator for any arbitration pursuant to this paragraph shall have the authority to provide such legal or equitable relief as would otherwise be available in a comparable judicial procedure. The only relief or recovery to which such bargaining unit members are entitled for any claims arising out of an alleged violation of this Article shall be limited to that awarded by the arbitrator.

ARTICLE IX – PERSONNEL FILES

- 9.1 A current employee shall have the right, upon written request to the Director or his/her designee, and reasonable notice, to review the contents of his/her personnel file, and to receive one (1) copy per year of any documents contained therein.
- 9.2 Personnel files shall be reviewed in the presence of the Director or his/her designee, at a mutually agreed upon time. Personnel files also may be reviewed, upon request of an employee to his/her supervisor, at the time of the annual performance review.
- 9.3 Copies of formal evaluations, if any, and correspondence or other information pertaining to the employee's conduct or performance, if any, shall be provided to the employee at the time this material is placed in the official personnel file. An employee shall have the right to submit a written answer (rebuttal) to such material within five (5) calendar days of its receipt to be included in the personnel file.
- 9.4 An employee shall have the right to request removal of any item from his/her personnel file. The determination of whether to remove such item and what to do with said item remains in the employer's full discretion.

ARTICLE X – NEGOTIATION PROCEDURES

- 10.1 The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Board and the Union and shall be the exclusive procedure to be followed by both parties.
- 10.2 Either the Board or the Union may initiate negotiations by giving notice in writing on or before ninety (90) days in advance of the expiration date of this Agreement. At that time, the Board and the Union will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the impasse procedures identified in this contract will be employed in place of procedures alternatively provided in Ohio Revised Code Sections 4117.10, 4117.14 and related sections.
- 10.3 Proposals for negotiations shall be submitted in writing by the party initiating negotiations not later than eighty (80) days before the expiration of the Agreement. Within seven (7) days of the receipt of the proposal, the other party shall submit its

proposal. These proposals shall be in such form that they may be immediately agreed to if acceptable. Topical listings or so-called "laundry lists" constitute a failure to comply with this paragraph and shall be disregarded. The first meeting shall take place no less than 60 days before expiration of the Agreement.

- 10.4 Negotiating teams shall be composed of not more than three (3) members. The Board and the Union shall identify the members of the negotiating teams upon submitting proposals. Each team may have up to two (2) additional persons as consultants, including chief negotiators or legal consultants. If a consultant other than or in addition to the chief negotiator is to be used, the leader of the team using that consultant shall notify the other team's leader twenty-four (24) hours in advance. Consultants used by either party shall be paid by the party employing their services.
- 10.5 Each team may take caucuses of a reasonable length of time not to exceed thirty (30) minutes.
- 10.6 Negotiation sessions will be scheduled so as not to interfere with work duties. If meetings are requested by the Board during normal work hours, members of the team will be paid their regular wages for that portion of the meeting that conflicts with scheduled work hours.
- 10.7 After submittal of its initial proposals neither party shall submit new proposals. The submittal of counter proposals shall not be deemed to violate this paragraph.
- 10.8 Until all negotiation sessions are completed, each meeting shall include a decision on an agreed time and place, based on the times specified in Section 10.6 (above), for the subsequent meeting unless mutually agreed otherwise. All meetings shall be held in executive session.
- 10.9 As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.
- 10.10 When tentative agreement is reached through negotiations on all items, the tentative agreement shall be reduced to writing. Both parties shall review the agreement to determine the accuracy of the contract. If the agreement is in proper form it shall, at a mutually agreed upon time, be submitted to the Union membership for approval. After approval, the tentative agreement will be submitted for approval to the members of the Board at its next meeting, or at a meeting called especially for that purpose. Each team shall urge and recommend approval of the tentative agreement. Upon approval by the Board and after signatures on behalf of the parties, the Agreement shall be binding on both parties.

- 10.11 If either party determines that the differences of position are so serious that further negotiations may not produce a satisfactory agreement, or if agreement is not reached by thirty (30) days prior to the expiration of the Agreement, either party may declare and submit the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. The assigned mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any proposals. If any expenses are incurred in securing the mediator's services, the Union and Employer shall share them equally.

ARTICLE XI – GRIEVANCE PROCEDURE

11.1 Definitions

- 11.1.1 A grievance shall be defined as a dispute concerning an alleged violation, misapplication, or misinterpretation of the negotiated Agreement.
- 11.1.2 "Day" as used in this Article shall mean calendar days.
- 11.1.3 "Grievant" shall mean the person or Union alleging that a grievance has occurred.

11.2 Rights

- 11.2.1 Bargaining unit members who use the Grievance Procedure shall be assured freedom from reprisal for such action.
- 11.2.2 A grievant shall have the right to one (1) Union Representative or the OAPSE Staff Representative, at all hearings of the Grievance Procedure.
- 11.2.3 A grievance may be withdrawn at any level.

11.3 Timeliness

- 11.3.1 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered withdrawn. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the Grievance Procedure.

11.4 Procedure

- STEP 1: In order for an alleged grievance to receive consideration under this procedure the grievant must reduce the grievance to writing and sign the appropriate form and turn the grievance in to their first line supervisor within seven (7) calendar days of the occurrence or when the grievant reasonably should have had knowledge of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate written answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.
- STEP 2: If the grievance is not resolved in Step 1, the grievant shall refer the grievance to the Director or his/her designee, within seven (7) calendar days after receiving the Step 1 reply. The grievance must be given to the Director or his/her designee and receipt acknowledged. The Director or his/her designee shall have seven (7) calendar days in which to schedule and hold a meeting with the grievant and his/her appropriate Union representative. The Director or his/her designee shall respond in writing on the grievance and communicate such decision to the grievant and/or his/her appropriate Union representative within seven (7) calendar days following the meeting.
- STEP 3: If the grievance is not resolved at Step 2, the grievant may appeal the grievance to the Library Board of Trustees by submitting the request to the Director within seven (7) calendar days after receiving the Step 2 reply. The Board of Trustees shall consider the matter at its next scheduled meeting by meeting with the grievant and his/her appropriate Union representative in executive session, and discussing the merits of the grievance as it sees fit in executive session. The Board shall take action on the grievance in open session by either granting or rejecting the grievance without providing reasoning.
- STEP 4: If the grievance is not resolved to the satisfaction of the grievant in Step 3, the grievant may appeal the grievance to arbitration if such appeal is approved by the Union, OAPSE/AFSCME Local 4/AFL-CIO. The appeal to arbitration shall be made within fifteen (15) calendar days of the receipt of the response from Step 3 by serving notice to the American Arbitration Association (AAA). A copy of such notice shall be sent to the Director.

The arbitrator shall be selected by the parties in accordance with AAA rules.

The Arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer and the Union to do so.

In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. Absent such agreement, the arbitrator shall consider arbitrability at the same hearing as the merits of the grievance.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, or add to, subtract from or modify the language there in arriving at their determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted for arbitration.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be borne by the losing party. The arbitrator, as part of his/her decision, shall determine which is the losing party. The fees of the court reporter (if used) shall be paid by the party asking for one. All other expenses shall be borne by the party incurring the expenses.

11.5 Grievance Information:

All grievances shall contain the following information:

- A. Grievant's name and signature;
- B. Grievant's classification;
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
- D. Date grievance was filed in writing;
- E. Date and time grievance occurred;
- F. The location where the grievance occurred;
- G. A description of the incident(s) giving rise to the grievance;
- H. Specific Article(s) and Section(s) of the Agreement violated; and
- I. Desired remedy to resolve the grievance.

11.6 Union Representation:

- 11.6.1 The Employer agrees to admit not more than two (2) non-employee Union Staff Representatives to the Employer facilities during the Employer's normal office business hours for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union Staff Representatives shall identify himself or herself to the Director or his/her designee.
- 11.6.2 The investigation and writing of grievances shall be on off-duty time. For purposes of processing grievances, Library materials and equipment may not be used by the grievant or their Union representative. Evidence of doing so may result in disciplinary action. If grievance hearings are scheduled during the employee's regular duty hours, the employee and the employee Union representative shall not suffer any loss of pay while attending the hearing. If grievance hearings are scheduled when an employee is scheduled to be duty-free, they shall be compensated their regular hourly rate for the time incurred for the grievance hearing.

ARTICLE XII – HOURS OF WORK

- 12.1 All employees working a seven (7) hour (or more) day shall receive one unpaid meal hour and two (2) paid fifteen (15) minute breaks. Employees working less than seven (7) hours per day shall receive one (1) paid fifteen (15) minute break.
- 12.2 If the Library is closed by the Director or his/her designee because of weather conditions or any other calamity, such as damage to the building, fire, power or water outage, all employees scheduled to work will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing. Employees who are on any approved leave time will not receive additional time off as a result of closing. Those employees asked to stay on the job or report to work after such a closing will receive compensatory time at a rate of time and one-half (1-1/2) for those hours worked after closing.
- 12.3 Bargaining unit members who report that they are unable to get to work during inclement weather or other emergency conditions when the Library is open may, at the employee's preference, take unpaid time or opt to use personal leave or vacation time.

ARTICLE XIII – OVERTIME

- 13.1 Employees will be given the choice of payment of, or compensatory time off at the rate of time and one-half (1.5) for all approved time actually worked over forty (40) hours in any given workweek. (The “workweek” and “pay period” begins Monday and ends Sunday.) Approval for such overtime must be given by the Director or his/her designee. Any time worked over the employee’s minimum hours and less than forty (40) hours in a workweek shall be paid at the employee’s regular rate of pay.
- 13.2 There shall be no double payment of overtime or double payment of premium pay under any provisions of this Agreement.
- 13.3 An employee desiring compensatory time for time worked over forty hours (40) at a rate of time and one half must so indicate on his/her time sheet, otherwise the overtime will be paid to the employee in the pay period in which it was actually worked in salary. All compensatory time must be scheduled at a time approved by the director or designee, and may not be carried for more than ninety (90) calendar days. Any compensatory days held for over ninety (90) calendar days will be paid in salary at the rate at which it was earned.

ARTICLE XIV – RESIGNATION

- 14.1 Resignations shall be submitted, in writing, to the Director or his/her designee. Two (2) weeks notice is required for those employees in the bargaining unit. The last day of work must be clearly stated in the resignation and should fall at the end of a pay period, if possible. Failure to give such notice shall result in forfeiture of accrued vacation leave and also forfeiture of accrued but unused vacation pay.
- 14.2 Final paychecks will be issued following the receipt of keys and other Library items entrusted to the employee during employment.

ARTICLE XV – SENIORITY AND PROBATIONARY PERIOD

- 15.1 Upon employment there shall be a probationary period of one hundred twenty (120) days for all bargaining unit members. A newly hired bargaining unit member may join the Union before the probationary period is ended. During this probationary period, the employee may be discharged by the Employer and such discharge shall not be subject to challenge through grievance arbitration, or under any provision of this Agreement. Upon completion of the probationary period, a newly hired employee’s seniority shall be computed from the original date of employment.
- 15.2 Seniority shall be defined as the total length of continuous service in the Library.

- 15.3 Seniority shall be broken when an employee:
- A. Quits, resigns, retires, or is discharged.
- 15.4 Any employee who is awarded a non-bargaining unit position shall have their bargaining unit seniority frozen. In the event such an employee returns to the bargaining unit, all previously accumulated bargaining unit seniority shall be reinstated.
- 15.5. In cases of identical seniority, the Employer and the Union shall meet and toss a coin to determine which employee shall be given preference.
- 15.6 The Employer shall, upon request of any bargaining unit member, prepare and distribute to all bargaining unit members a seniority list showing the seniority of all employees in the bargaining unit and, unless an employee or employees file written objections thereto to the Director or his/her designee within thirty (30) working days from the date the list is posted, the information pertaining to such employees shall be considered as accurate and binding.
- 15.7 Employees shall serve a 60-day promotional probationary period. The employer reserves the right to return the employee to the position previously held if said employee does not adequately perform in the position within this period. The employee may return voluntarily to the formerly occupied position within 30 days of promotion. If a person is returned or chooses to return to a prior position and the prior position is filled, the person filling the prior position will be returned to his/her prior position, and so on, until either a person's prior position has remained open or a new employee is bumped. If a new employee is bumped, he/she will be immediately placed on layoff status (without the advance notice of Article XVII), with probationary status frozen during the layoff period.

ARTICLE XVI – VACANCY AND PROMOTIONS

- 16.1 When the Employer determines to fill a permanent vacancy in a bargaining unit position, the Employer shall post a notice of the opening for seven (7) consecutive calendar days. Information on Job vacancies, including job location, hours, pay, job description and qualifications will be posted in a conspicuous non-public location at all Library locations. Any employee may apply in writing to the Director or his/her designee during this seven (7) day period.

16.2 Filling Vacancies

- 16.2.1 The employer retains full discretion to fill positions based on the employer's judgment as to the most qualified candidate, whether internal or external. If all other qualifications are equal, the employer shall give preference to internal

candidates over external and to more senior internal candidates over less senior internal candidates.

16.3 **Temporary Assignment** – The Employer shall have the right to temporarily transfer employees. During any temporary transfer over five (5) days actually worked, the employee will be paid as follows:

- A. If the position to which the employee is temporarily assigned has a Step 0 pay rate higher than the employee's current rate of pay and the employee has all educational prerequisites for the position, the employee will be paid at Step 0 of the higher-paid position.
- B. If the position to which the employee is temporarily assigned is a higher grade position but A does not apply, the employee will be paid at his/her current rate of pay, increased by five percent (5%).
- C. If the position to which the employee is temporarily assigned is a lower grade position, the employee will be paid at his/her current rate of pay.

If the temporary transfer or assignment does not exceed five (5) days actually worked, the employee shall be paid at their regular rate of pay. At the end of a temporary transfer, the employee will be returned to his/her former position.

16.4 An employee who is assigned as the person in charge shall receive a one dollar (\$1.00) per hour premium for hours serving as the person in charge.

ARTICLE XVII – LAYOFF/RECALL

17.1 In the event it becomes necessary to layoff employees for any reason, those affected will be given a written notice ten (10) working days before such layoff becomes effective. This Article shall not be invoked in place of disciplinary action, nor to illegally discriminate against any individual bargaining unit member.

17.2 Bargaining unit members will be laid off and recalled from layoff within each job classification on the basis of their seniority. (For example, if the Employer determines to reduce the number of circulation assistants by one person, the circulation assistant with the least library-wide seniority will be subject to layoff.) Bargaining unit members subject to layoff may bump less senior bargaining unit members in a classification with a lower grade.

Notice to employees for recall from layoff shall be made by certified mail, return receipt requested. The employee is required to keep the Employer informed of their current address and phone number. The employee recalled shall, within three (3) calendar days of receipt of recall notice, notify the Employer of their intention to return to work and be prepared to return to work no later than ten (10) days following this notice to the Employer. A laid off employee's right to recall expires one (1) year after the date of the

layoff. However, once an employee has been recalled to work and refuses to return, the obligation of the Employer to recall that employee ceases.

- 17.3 Copies of all recall notices shall be sent to the Local Union President for information purposes only.
- 17.4 No new bargaining unit employee may be hired until all eligible bargaining unit employees who meet the qualifications of the position, and to which their seniority entitles them, have been recalled.

ARTICLE XVIII – VACATION

- 18.1 Vacation is awarded on January 1 each year. Full-time employees may carry over up to thirty-five (35) hours, part time up to 15 hours, and hourly up to 5 hours of unused vacation to the next calendar year. Vacation days that cannot be carried over as of January 1st of each year are forfeited.
- 18.2 Employees earn vacation time as follows:

- 18.2.1 Full-time bargaining unit members (35 hours per week): ten (10) days or 70 hours per year with one (1) additional day for each calendar year after five (5) full years of employment with the Ritter Public Library, up to 12 additional days. On the January 1 following their initial date of hire, full-time bargaining unit members will receive a pro-rated vacation allotment based on the number of days worked from the date of hire to January 1 following the date of hire. No credit is given for work with any other employer.

- 18.2.2 Part-time bargaining unit members (20-34 hours per week): for the first five (5) years of employment vacation earned is based on the number of hours worked, and computed on a pro-rated basis. **Example:** Number of hours in first full year divided by 1,820 hours x 70 hours = vacation hours.

$$\text{(\# hrs worked first full year } \div 1,820 \times 70 \text{ hrs = vacation hours)}$$

- 18.2.3 After five calendar years of employment, the 70 hours mentioned in the equation above will increase by seven (7) hours per year up to a maximum of 154 hours.

- 18.2.4 Hourly employees (under 20 hours) are entitled to ten (10) hours of vacation per year after two full years of employment. The vacation is awarded on January 1 following the second full year of employment. No prorated vacation is earned between the second anniversary date and the following January 1.

- 18.2.5 All vacation allotments are rounded up or down to the nearest hour.
- 18.3 Vacation requests are to be made to the Director or his/her designee, using the appropriate form, as early as possible, and no less than 48 hours in advance of the desired vacation time, and no more than six months in advance of the desired vacation time. If the work schedule does not allow for vacation request notification 48 hours in advance (i.e. the employee elects to take the day after or the following day after the work schedule is distributed) then the employee can make the request 24 hours in advance of taking vacation leave. Vacation requests must be approved by the Director or his/her designee, at his/her discretion, with consideration given to the date of the request, requested vacation dates, the need to maintain patron services, and employee seniority. All requests must be approved or rejected within 5 business days of actual receipt by the Director or his/her designee. In the event the request is made less than five days in advance, every effort will be made to give approval or denial at least 24 hours before the vacation will begin. Once approved, no bargaining unit member's approved vacation request may be changed by either management or the employee. An employee may request a cancellation of a scheduled vacation, which will ordinarily be granted if it does not negatively affect library staffing or another employee's schedule.
- 18.4 When a holiday occurs during an employee's vacation, that day will not be counted as vacation used.
- 18.5 When an emergency closing occurs during an employee's vacation, that day will not be counted as vacation used to the extent the employee was scheduled to work that day.
- 18.6 Employees earn vacation, but cannot take it until the January 1 following the date of hire. Additionally, even after January 1, a bargaining unit member who has not completed his/her probationary period may not use any vacation days until successful completion of the probationary period. Employees leaving employment before the January 1 following the date of hire forfeit earned vacation. Employees leaving employment after the January 1 following the date of hire shall be paid for earned but unused vacation, subject to Article XIV - Resignation.
- 18.7 All vacation leave shall be requested in writing and approved at the discretion of the Employer.
- 18.8 **Accumulated Vacation**
- 18.8.1 Subject to Article XIV - Resignation, a bargaining unit member who leaves the employ of the Library for any reason will be paid for any unused and accumulated vacation leave at the employee's current rate of pay.
- 18.8.2 Each employee shall be provided with a record of accumulated vacation at the end of the calendar year.
- 18.8.3 An employee continues to earn vacation time while on vacation.

Example: Using accumulated vacation time, an employee requests and receives permission to take a month's vacation. The employee earns vacation time for the month while on vacation.

ARTICLE XIX – SICK LEAVE

- 19.1 A full-time staff member shall be entitled to 15 days a year or 1 and 1/4 days a month of sick leave with pay, accumulative to a total of 150 days. Sick leave for Part-time bargaining unit members is pro-rated in accordance with the number of hours worked per week and is accumulative to a total of 150 days. Absent a substantial change in work schedule, the prorated amount is calculated based upon the prior year's actual hours. In the case of a new employee or an employee who has a significant change of schedule, the prorated amount is calculated based upon regularly scheduled work hours. Hourly bargaining unit members (under 20 scheduled hours per week) are not entitled to sick leave.
- 19.2 Sick leave will be granted for the following reasons: absence of the employee due to their own illness, injury, medical confinement, quarantine or disability; absence of the employee for medical or dental appointments; and critical or sudden illness in the staff member's immediate family (defined as the employee's spouse, child, stepchild, grandchild, grandparent, parent, brother, sister, or a "life partner" residing in the employee's house for at least the previous twelve (12) months).
- 19.3 Once an employee has been absent for a period of five (5) consecutive work days, the Director or his/her designee will require a doctor's certificate to return to work.
- 19.4 Accumulated sick leave will not be accepted from a former Employer. Information regarding accumulated sick leave will be forwarded to a new Employer upon written request to the Administrative Office from the new Employer, but the Library is not required to make any monetary payment to any such new employer.
- 19.5 At the time of retirement from the Library and upon application and approval of retirement with P.E.R.S., employees retiring with five or more years of continuous service shall be paid for thirty percent (30%) of their accumulated sick leave balance, to be calculated at the rate of pay upon retirement.
- 19.6 **Sick Leave Bank**
- 19.6.1 A Sick Leave pool for employees covered by Local 337 Bargaining Unit shall be established from voluntary donations of sick leave days from employees on a case by case basis as needed.

- 19.6.2 In the event that an employee has exhausted all forms of leave, and is in need of leave to continue recuperation from catastrophic disease or illness, transfer will be allowed from other employees' accumulated sick leave on a voluntary basis.
- 19.6.3 The illness or disease must be certified by a physician and must either be life-threatening or render an employee unable to work for at least one month. Requests for a donation may be made of the Director or his/he designee, by the staff member. Notice of the need for such transfer will be distributed to all staff by the Administration at the employee's request. Authorization for sick leave transfer will be made in writing and maintained in the donor's leave records.
- 19.6.4 This transfer will be subject to the following limits:
1. No more than 25% of an individual sick leave balance may be transferred from a single employee's account to another employee's account in a twelve (12) month period.
 2. Days transferred are defined as "days", no hourly rate is attached.
 3. As a donation, transferred hours will not be paid out to a recipient's estate, or upon their retirement, or in the event of recognized disability by PERS, Workers' Compensation, Social Security, or other compensation system.
 4. Employees on transferred leave do not accumulate vacation, sick, or holiday leave.
 5. Employees on transferred leave do not accrue seniority.
- 19.6.5 The transfer is solely on a voluntary basis, without any form of compensation, remuneration, or condition, except as expressly provided herein. Violation of this standard will subject both employees to discipline.
- 19.6.6 Donations are strictly confidential and in no instance will the donor's name(s) be revealed without their written approval.
- 19.6.7 Employees may retain donated leave time for three (3) months for their use in recovering from an illness or injury.
- 19.6.8 In the event an employee no longer needs the donated leave time due to recovery, disability coverage, retirement, or death, the balance of donated time will be refunded to the donor accounts on a prorated basis of the total amount donated to the individual in a twelve (12) month period.

ARTICLE XX – HOLIDAYS

20.1 All employees not on layoff or unpaid leave shall be entitled to ten (10) paid holidays:

New Year's Day	Veteran's Day	
Memorial Day	Thanksgiving Day	President's Day
Independence Day	Christmas Day	Martin Luther King Day
Labor Day		

If Christmas Day, New Year's Day or Independence Day falls on a weekend, the Library may, in its discretion, close on the prior Friday or following Monday, without pay. Part-time employees receive prorated holiday pay based on their regularly scheduled work hours. The Board may close the Library without pay on Christmas Eve and New Year's Eve.

Ritter Public Library will close at 5:30 p.m. on the day before Thanksgiving.

20.2 To be entitled to holiday pay, an employee must complete their last scheduled work day prior to and their scheduled work day following such holiday unless the employee:

20.2.1 Is on pre-scheduled paid leave on those days; or

20.2.2 Provides a doctor's certificate documenting personal illness or any other emergency which would qualify him/her for sick leave. Absences due to illness shall be reported to the immediate supervisor at the earliest possible time and no later than one (1) hour before the expected start of the employee's work day. For absences longer than one (1) day, see *Article XXIII - Sick Leave*. Falsifying a reported illness shall result in discipline.

ARTICLE XXI – LEAVE OF ABSENCE

21.1 If the Library attains a staff size such that the Family Medical Leave Act (FMLA) applies to it, the Library will comply with the FMLA.

21.2 Upon written request, the Employer may, at its discretion grant a leave of absence without pay for a period of not more than ninety (90) calendar days.

21.3 Seniority shall not accrue during a leave of absence of over forty-five (45) days.

21.4 Employees returning from a leave of absence of forty-five (45) calendar days or less will be reinstated to their former position. During the forty-five (45) day period, the employee's position may be temporarily filled on an as-needed basis utilizing staff

within the affected department, hiring temporary help or in such other manner as the employer sees fit.

- 21.5 Accrued personal and vacation leave time, and, if the leave is for medical reasons, accrued sick time, must be used prior to the effective date of any leave of absence.
- 21.6 Probationary employees may be granted a leave of absence for emergency reasons for a maximum period of two (2) weeks.
- 21.7 During the approved leave of absence period, the employee will not accumulate vacation, sick or personal leave time.
- 21.8 As a condition of being awarded a leave of absence, the employee being awarded the leave shall prepay the employee's share of benefit premiums, if any, prior to going on the leave. A leave of absence of more than forty-five (45) calendar days will require the employee to assume payment of benefit premiums, if Board paid, for the duration of the leave.
- 21.9 Failure to return to work upon expiration of a leave of absence is considered a voluntary quit.
- 21.10 After the leave of absence has been approved, the leave of absence may not be canceled by the employee without authorization by the Director or his/her designee. A leave of absence may at the discretion of the employer be extended at the request of an employee so long as the total time off does not exceed (90) days. A falsified or fraudulent reason for a leave of absence shall result in discipline up to and including termination.

ARTICLE XXII – PERSONAL LEAVE

- 22.1 Full-time and part-time (over 20 hours) bargaining unit members shall be entitled to two (2) unrestricted paid personal leave day per year. The number of hours of personal leave shall be prorated for part-time employees. Hourly employees (under 20 hours) are entitled to four (4) hours personal leave per year.
- 22.2 Personal leave must be taken in minimum amounts of one full day, although part time employees may use less than one full day if doing so will exhaust their available personal leave.
- 22.3 All personal leave must be requested at least two (2) days in advance, except that one (1) day may be taken without this advance notice. In the case of an emergency, with less than the two (2) days' notice, the Employer may require documentation of the case of the emergency.

An employee may request a cancellation of personal leave, which will be granted if it does not negatively affect library staffing or another employee's schedule. Employees are required to notify the employer when taking personal leave.

- 22.4 All personal leave requests must be submitted, in writing, to and approved by the immediate supervisor. The needs of the Library will be the sole criterion for approval/refusal of personal leave requests.

ARTICLE XXIII – BEREAVEMENT LEAVE

- 23.1 When death occurs in an employee's immediate family (i.e., the employee's spouse, child, stepchild, grandchild, grandparent, parent, brother, sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, or a "life partner" residing in the employee's house for at least the previous twelve (12) months, the employee will notify his/her supervisor requesting bereavement leave for up to three (3) consecutively scheduled work days or for such fewer days as the employee may request. Verifying documentation may be requested by the Employer. The employee shall receive pay for any such excused work days. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.
- 23.2 In the event of death to a non immediate family member to whom an employee has a close personal relationship, an employee may take an unpaid leave of absence of no more than two (2) workdays per year if they provide proper documentation such as an obituary or remembrance card of the deceased and explain the personal relationship. Prior to requesting any such unpaid bereavement leave, the employee must use any available personal or vacation leave for this purpose. It is understood that personal leave and vacation time for this purpose will ordinarily require less notice than otherwise required by Articles XVIII and XXII.

ARTICLE XXIV – JURY DUTY

- 24.1 An employee who is called for jury service shall be excused from work for the days on which they serve, and they shall receive for such day of jury service on which they otherwise would have worked the difference between the payment they receive for such jury service and the amount they would have received had they worked such day. Employees will turn in their written notice of jury duty to their supervisor as soon as they receive it. An employee who is excused from jury duty after reporting for such will return to work immediately. An employee must present proof of payment for jury duty to the Administrative Office.
- 24.2 An employee who is called as a witness to testify in the Employer's behalf or subpoenaed to testify as a witness with respect to matters relating to their employment at the Library,

shall be paid at their appropriate rate for all time lost from scheduled work less the payment they receive as a witness. No employee shall receive pay under this Section who is called to testify as a witness in court matters unrelated to their employment at the Library.

ARTICLE XXV – DISCIPLINE

- 25.1 The Library Board of Trustees has the sole right and responsibility to establish reasonable rules and appropriate procedures for the discipline of Library employees. Such rules and procedures shall not, however, contradict any provision in this Agreement, and shall not be arbitrary and capricious.
- 25.2 Disciplinary measures which may be considered include, but are not limited to:
- A. Verbal Warning
 - B. Written Reprimand
 - C. Suspension
 - D. Discharge
- 25.2.1 The employer shall provide an employee subject to discipline with an opportunity to explain his/her actions. Employees will be notified in writing of the date, time and place of all such disciplinary meetings. Employees may bring a union representative to any such meeting. Each disciplinary measure taken will be followed by written documentation with a copy to the employee and a copy to the employee's file. Documentation of verbal warnings and written reprimands in the employee's file will be removed at the employee's request after twenty four (24) months, if the events took place prior to January 1, 2008, provided there have not been additional disciplinary items added to the file in the interim. Any documentation after January 1, 2008, in the employee's file will be removed at the employee's request after sixteen (16) months, provided there have not been additional disciplinary items added to the file in the interim.
- 25.2.2 The Employer has the right to determine what discipline is appropriate based on its judgment as to the severity of an offense, and the employee's past record, provided that the determination is not arbitrary and capricious.
- 25.3 Only suspensions and discharges are subject to the Grievance Procedure and arbitration. The Employer shall not be required to respond to any grievance filed solely as a result of a verbal warning or written reprimand.

ARTICLE XXVI – PROFESSIONAL TRAINING AND DEVELOPMENT

- 26.1 The Employer supports and encourages the efforts of its employees to further their professional education and training. In the event the Employer requires an employee to attend professional development conferences, seminars, etc., the Employer agrees to compensate such employee, at their regular rate of pay, for all hours reasonably required by the employee to attend such conferences, seminars, etc. Additionally, if an employee's attendance is required as aforesaid, the Employer agrees to pay or reimburse any registration fee, travel expenses and reasonable, lodging and/or food costs.
- 26.2 Personal automobile travel will be paid the current Internal Revenue Service mileage rate.
- 26.3 Reimbursement will be made only when a receipt is presented for all expenses. When possible, lodging, registration, meals, etc. should be charged to the library. No reimbursement will be made for tips or for alcoholic beverages.

ARTICLE XXVII – PROHIBITION OF STRIKES

- 27.1 The Union agrees for itself, its agents, representatives and members of the bargaining unit that, during the life of this collective bargaining Agreement, neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, slow down, work stoppage, picketing, "call-ins", any failure to report to work or interference of any kind with the employer's operations, deliveries and suppliers whether the same be in connection with a dispute between the Union and the Library, or between the Union and any members of the bargaining unit, or between the Union or any other union with any other employer, or between the Library and any other union or organization or group or individual.
- 27.2 The Union shall at all times cooperate with the Library in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any violation of this Article occurs, the Union shall promptly notify all employees that the strike, slow down, picketing, work stoppage, "call-in" or any failure to report to work or other interference or other activity prohibited by this Article is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also promptly request all employees to cease such conduct and to return to work at once and to fully comply with the requirements of this Article and other provisions of this Collective Bargaining Agreement.
- 27.3 Violation of this Article by any employee shall result in discharge or other disciplinary action at the option of the Library.

ARTICLE XXVIII – INSURANCE

- 28.1 The Board will pay seventy-five percent (75%) not to exceed \$300 per month toward the monthly health insurance premium for full-time bargaining unit members. Bargaining unit members may elect to have single coverage or family coverage, but the Board contribution will be the same regardless of the option chosen. Any premium cost beyond the Board's cost will be deducted from the bargaining unit member's pay. The Board's contribution will be prorated for part-time bargaining unit members based on the percentage of a 35-hour week that bargaining unit member is scheduled to work. Hourly bargaining unit members (under 20 hours) are not entitled to Board-contributed health insurance.
- 28.2 Any bargaining unit member entitled to board-provided coverage may decline coverage. Such bargaining unit member declining coverage will be paid \$35 per month payable in one lump sum in the first pay period of November of each year in addition to their regular pay. This payment will be prorated for part-time bargaining unit members and will not be available to hourly members. In order to receive the \$35 monthly payment, a bargaining unit member must prove he/she has coverage under another plan. In order to receive the \$35 monthly payment, a bargaining unit member must make an annual election which cannot be changed without a change in status, as defined under the "cafeteria plan" requirements of the tax law. The Board may adopt a written cafeteria plan to comply with the requirements of the tax law.
- 28.3 It is recognized that any bargaining unit member's participation in a Board-provided health insurance plan may require acceptance by the insurer of that individual into the plan.
- 28.4 Hourly bargaining unit members (under 20 hours) shall be permitted to purchase health care coverage at the group rate if permitted by the Library's insurance carrier.
- 28.5 The Library may provide coverage under an Employee Assistance Program for all unit members. Participation in the Employee Assistance Program will not in any way jeopardize future employment or career advancement. The Library may not receive personal information about any individual who uses the EAP, in accordance with HIPAA regulations. Participation will be on a self-referral basis and will not be mandated by supervisory staff or the Library. Information about the Employee Assistance Program and the services provided may be posted on the staff bulletin board or provided in other ways.
- 28.6 The Library will provide a \$15,000 life insurance benefit for all bargaining unit employees regularly scheduled to work 20 or more hours per week.

ARTICLE XXIX – SALARIES

- 29.1 Bargaining unit members shall be paid according to the salary schedules found in Appendix A. When a bargaining unit member advances to a higher paid position, s/he begins either on step 0 of the higher paid position, or at the step that is the rate closest to, but not less than, his/her current rate. When a bargaining unit member moves to a lower paid position, s/he begins at the step commensurate with his/her total years of service in the Library at the new level position or higher. The Board may hire a new employee on the step it deems appropriate to the new employee's skills and experience.
- 29.2 To advance to the next step on the salary schedule, an employee must have worked a minimum of 120 days in a calendar year.

ARTICLE XXX – OPERS

The Board will make contributions to the Ohio Public Employees Retirement System (OPERS) for the bargaining unit members as required by state law (current practice), including any adjustments in percentages as required from time to time by state law.

ARTICLE XXXI – LABOR MANAGEMENT COMMITTEE

The employer and Union agree to meet on a scheduled basis in the form of a committee to discuss matters which may arise from time to time concerning matters of health, safety, and general well-being of staff, patrons, and property of the employer.

Meetings will take place quarterly on a mutually agreed day and time. In the event no pertinent issues arise for discussion by either party, and by mutual agreement, the meeting may be cancelled.

ARTICLE XXXII – ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the party to be bound by the amendment or supplemental agreement.

2012 Grid
3% increase on 2009 base

	Step 0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Job Title																
Index	1.000	1.015	1.030	1.045	1.060	1.075	1.090	1.105	1.120	1.135	1.150	1.165	1.180	1.195	1.210	1.225
Shelver	7.73	7.84	7.96	8.07	8.19	8.30	8.42	8.54	8.65	8.77	8.88	9.00	9.12	9.23	9.35	9.46
Cir. Assist.	9.31	9.45	9.59	9.73	9.87	10.01	10.15	10.29	10.43	10.57	10.71	10.85	10.99	11.13	11.27	11.41
Materials Processing Asst.	9.31	9.45	9.59	9.73	9.87	10.01	10.15	10.29	10.43	10.57	10.71	10.85	10.99	11.13	11.05	11.41
Tech. Serv. Assist.	10.00	10.15	10.30	10.45	10.60	10.75	10.90	11.05	11.20	11.35	11.50	11.65	11.80	11.95	12.10	12.25
Youth Serv. Assist	10.00	10.15	10.30	10.45	10.60	10.75	10.90	11.05	11.20	11.35	11.50	11.65	11.80	11.95	12.10	12.25
Circulation Team Supervisor	11.45	11.63	11.80	11.97	12.14	12.31	12.48	12.66	12.83	13.00	13.17	13.34	13.52	13.69	13.86	14.03
Tech Serv. Special	12.76	12.95	13.14	13.34	13.53	13.72	13.91	14.10	14.29	14.48	14.68	14.87	15.06	15.25	15.44	15.63
Youth Serv.Assoc	13.61	13.81	14.01	14.22	14.42	14.63	14.83	15.03	15.24	15.44	15.65	15.85	16.06	16.26	16.46	16.67
Reference Assoc	13.61	13.81	14.01	14.22	14.42	14.63	14.83	15.03	15.24	15.44	15.65	15.85	16.06	16.26	16.46	16.67

2013 grid
1.25% increase on 2012 grid

	Step 0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Job Title																
Index	1.000	1.015	1.030	1.045	1.060	1.075	1.090	1.105	1.120	1.135	1.150	1.165	1.180	1.195	1.210	1.225
Shelver	7.83	7.94	8.06	8.18	8.30	8.41	8.53	8.65	8.77	8.88	9.00	9.12	9.24	9.35	9.47	9.59
Cir. Assist.	9.43	9.57	9.71	9.85	9.99	10.13	10.27	10.42	10.56	10.70	10.84	10.98	11.12	11.26	11.41	11.55
Materials Processing Asst.	9.43	9.57	9.71	9.85	9.99	10.13	10.27	10.42	10.56	10.70	10.84	10.98	11.12	11.26	11.41	11.55
Tech. Serv. Assist.	10.13	10.28	10.43	10.58	10.73	10.88	11.04	11.19	11.34	11.49	11.64	11.80	11.95	12.10	12.25	12.40
Youth Serv. Assist	10.13	10.28	10.43	10.58	10.73	10.88	11.04	11.19	11.34	11.49	11.64	11.80	11.95	12.10	12.25	12.40
Circulation Team Supervisor	11.59	11.77	11.94	12.11	12.29	12.46	12.64	12.81	12.98	13.16	13.33	13.51	13.68	13.85	14.03	14.20
Tech Serv. Special	12.92	13.11	13.31	13.50	13.69	13.89	14.08	14.28	14.47	14.66	14.86	15.05	15.25	15.44	15.63	15.83
Youth Serv.Assoc	13.78	13.99	14.19	14.40	14.61	14.81	15.02	15.23	15.43	15.64	15.85	16.05	16.26	16.47	16.67	16.88
Reference Assoc	13.78	13.99	14.19	14.40	14.61	14.81	15.02	15.23	15.43	15.64	15.85	16.05	16.26	16.47	16.67	16.88

2014 grid
1.25% on 2013 base

	Step 0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Job Title																
Index	1.000	1.015	1.030	1.045	1.060	1.075	1.090	1.105	1.120	1.135	1.150	1.165	1.180	1.195	1.210	1.225
Shelver	7.93	8.05	8.17	8.28	8.40	8.52	8.64	8.76	8.88	9.00	9.12	9.24	9.35	9.47	9.59	9.71
Cir. Assist.	9.55	9.69	9.83	9.98	10.12	10.26	10.41	10.55	10.69	10.84	10.98	11.12	11.27	11.41	11.55	11.70
Materials Processing Asst.	9.55	9.69	9.83	9.98	10.12	10.26	10.41	10.55	10.69	10.84	10.98	11.12	11.27	11.41	11.55	11.70
Tech. Serv. Assist.	10.26	10.41	10.56	10.72	10.87	11.03	11.18	11.33	11.49	11.64	11.80	11.95	12.10	12.26	12.41	12.56
Youth Serv. Assist	10.26	10.41	10.56	10.72	10.87	11.03	11.18	11.33	11.49	11.64	11.80	11.95	12.10	12.26	12.41	12.56
Circulation Team Supervisor	11.73	11.91	12.09	12.26	12.44	12.61	12.79	12.97	13.14	13.32	13.50	13.67	13.85	14.02	14.20	14.38
Tech Serv. Special	13.08	13.28	13.47	13.67	13.87	14.06	14.26	14.46	14.65	14.85	15.04	15.24	15.44	15.63	15.83	16.02
Youth Serv.Assoc	13.95	14.16	14.37	14.58	14.79	15.00	15.21	15.42	15.63	15.84	16.05	16.25	16.46	16.67	16.88	17.09
Reference Assoc	13.95	14.16	14.37	14.58	14.79	15.00	15.21	15.42	15.63	15.84	16.05	16.25	16.46	16.67	16.88	17.09

ARTICLE XXXIII – WAIVER OF NEGOTIATIONS

The Board of Trustees and the Union acknowledge that during negotiations resulting in this Agreement, each party had the unlimited right and the opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining under the laws of the State of Ohio, and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union each voluntarily waives, during the life of this Agreement, said rights and opportunity, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter, irrespective of whether such subject or matter is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed the Agreement.

ARTICLE XXXIV – CONSISTENCY WITH LAW

If any provisions of this Agreement between the Employer and the Union shall be found contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be valid, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXXV – DURATION

This Agreement shall be in effect from January 1, 2012 through December 31, 2014.

FOR THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL 337

Angela J. Galley
Ann Ellen White
Ellen J. O'Hara

FOR THE RITTER PUBLIC LIBRARY
BOARD OF TRUSTEES

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James L. Ford
[Signature]

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