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**AGREEMENT**  
**Between**  
**Bellaire Public Library**  
**And**  
**Local 251, OAPSE/AFSCME Local 4**

**Effective: July 16, 2012**

**Expires: July 15, 2015**

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**ARTICLE 1  
AGREEMENT**

This collective bargaining agreement (“Agreement”) is entered into between the Bellaire Public Library (the “Library”) and Local 251, Ohio Association of Public School Employees/AFSCME Local 4 (the “Union”) effective this 16th day of July, 2012. The Library and the Union will be collectively referred to herein as the “Parties.”

**ARTICLE 2  
RECOGNITION**

The Library recognizes the Union as the exclusive representative of all Bargaining Unit Employees. As used in this Agreement, “Bargaining Unit Employees” includes all employees in the positions of Technical Services, Library Clerk/Desk Clerical Assistant, and Maintenance/Custodian, but excludes the Director, Assistant Director, and all other employees, supervisors, managers, guards, temporary, seasonal, casual, confidential, and professional employees, all as defined in Ohio Revised Code Chapter 4117, and also excludes all employees in any position who are not regularly scheduled to work more than 20 hours a week. Bargaining Unit Employees may also be referred to in this Agreement as “Employee,” if in the singular, or “Employees,” if in the plural.

**ARTICLE 3  
MANAGEMENT RIGHTS**

- 3.01 Except as specifically limited in this Agreement, or otherwise required by law, the Library shall have the exclusive right to administrative control of its business in addition to all other functions and responsibilities which are required by law. Specifically, the Library’s exclusive management rights include, but are not limited to, the following:
- A. To manage, direct and supervise its Employees, including the right to select, hire, promote, transfer, assign, schedule, evaluate, retain, layoff and recall, or to reprimand, suspend, demote, discharge, or discipline its Employees, and to maintain order among Employees;
  - B. To promulgate and enforce employment rules and regulations as related to job performance and the conduct of the Employees and to otherwise exercise the prerogatives of management, provided that such rules and regulations do not contradict the express terms of this Agreement;
  - C. To determine the size, composition, and adequacy of the work force; to establish, alter and change work schedules and organizational structure of the Library; to establish, abolish, modify, and/or combine positions and the job content thereof; to determine staffing patterns, including, but not limited to the assignment of Employees, qualifications required, areas worked, and the number of employees required to be on duty or employed in any area or department of the Library;

- D. To determine the Library's goals, objectives and overall methods, process, means and personnel by which operations are to be conducted, and the overall mission of the Library as a governmental unit;
- E. To manage and determine the location, type, and number of physical facilities, equipment, functions, and programs of the Library;
- F. To determine when a job vacancy exists and the qualifications required;
- G. To determine the overall budget of the Library;
- H. To maintain and improve the efficiency and effectiveness of the Library's operations;
- I. To determine and implement necessary actions in emergency situations;
- J. To attain the best possible operation of the Library, to improve the physical plant and condition of the Library, to eliminate waste, conserve materials and supplies, to make technological alterations by changing processes or equipment or both, and to establish efficient and economic methods of operation for the Library, including but not limited to the hours of operation thereof;
- K. To determine the necessity to schedule overtime and the amount required thereof;
- L. To maintain the security of records and other pertinent information; and
- M. To continue to transfer, subcontract, or privatize any work that it has previously transferred, subcontracted, or privatized. In the event the Library determines that additional work should be transferred, subcontracted, or privatized, the Library may do so provided that no Bargaining Unit Employee experiences an involuntary loss of employment.

3.02 This Agreement represents the complete agreement between the parties, terminates all past practices and agreements, whether oral or written, and concludes collective bargaining for its term. The parties acknowledge that this Agreement sets forth all of the understandings and agreements reached during negotiations after exercise of the right and opportunity to bargain regarding employees' wages, hours and terms and conditions of employment. Therefore, the rights inherent and enumerated in this article shall only be limited by an express provision of this Agreement. Any and all rights not so limited or not covered herein shall remain in the sole prerogative of management. The failure of the Library to exercise any of its rights will not be deemed a waiver of such rights, nor shall the exercise of any right in any particular way limit or preclude the Library from deciding to exercise such a right in a different way.

**ARTICLE 4  
UNION REPRESENTATION**

- 4.01 The Library agrees to admit not more than two (2) non-employee Union Staff Representatives to Library facilities during normal business hours, provided that the Staff Representative(s) have given notice at least forty-eight (48) hours in advance of the requested access except in an emergency, and provided further that such admission will not interfere with the Library's patrons or normal business operations. The Staff Representative(s) shall be admitted to the Library's facilities for the purpose of processing grievances or attending meetings as permitted herein.
- 4.02 Upon arrival at the Library, the Union Staff Representative shall identify himself to the Director or the Director's designated representative. The Library shall recognize the local Union President and up to two (2) Employee stewards designated by the Union to act as an Employee's Union Representative for the purpose of processing grievances in accordance with the grievance procedure set forth in this Agreement. The Union agrees that it will provide written notice to the Library of the names of the local Union President and stewards. All processing of grievances shall be performed, and any meetings between Staff Representative(s) and Employee(s) shall be held, on non-working time.

#### **ARTICLE 5 UNION SECURITY AND DUES DEDUCTION**

- 5.01 The Board agrees to deduct from the paychecks of Employees, Union dues for every Employee who has authorized the Board to do so in writing.
- 5.02 Union dues and fees shall be forwarded by the Board to the Union State Treasurer each month within ten (10) working days after the end of the month, along with a list of all Employees for whom Dues have been deducted.
- 5.03 Deductions shall be made in equal installments and will be deducted from each paycheck. Employees not enrolled for payroll deductions may commence deductions at any time. The amount of dues to be deducted shall be submitted in writing to the Library's Fiscal Officer. The dues deducted from the first pay of the Library's fiscal year will be forwarded to the Treasurer of Local 251. The dues deducted from all other paychecks during the fiscal year will be sent to the OAPSE Treasurer.
- 5.04 The Board will deduct dues from the pay of Employees who are members of the Union upon receipt of written authorization cards. Current Union members, and any eligible Employee who becomes a member during the term of this Agreement, shall continue to be members of the Union and dues deductions shall continue until the window period which exists between the one hundred twentieth (120th) and ninetieth (90th) day prior to each anniversary date of the Agreement, pursuant to Revised Code Section 4117.07 (C) (6), at which time they may withdraw their membership by stating their intention in writing to both the Union and the Board, and in compliance with Ohio law.
- 5.05 The Union agrees that it will indemnify and save the Library harmless from any action growing out of these deductions and commenced by an Employee against the Library.

The Union assumes full responsibility for the disposition of the dues so deducted once they have been turned over to the Union.

- 5.06 Employees in the Bargaining Unit who are not Members of the Union shall pay to the Union a Fair Share Fee as a condition of employment with the Employer. Fair Share Fee shall be deducted for newly hired Employees who are not members of the Union in the pay period next following the Employee's 120<sup>th</sup> day of employment. Such Fair Share Fee shall not exceed Dues paid by Members of the Union who are in the Bargaining Unit. The Union shall notify the Employer of the Fair Share Fee amounts and of any changes in the Fair Share Fee amounts in the same manner as notification of amounts and changes in the amounts of Dues Deductions. Fair Share Fees shall be deducted from the payroll checks of the Employees in the same manner as regular Membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of Fair Share Fees is not required.

## **ARTICLE 6 DISCRIMINATION AND COERCION**

- 6.01 There shall be no discrimination or intimidation by the Library or the Union against any Employee because of race, color, creed, sex, age, national origin, disability, or Membership or Non-Membership in the Union.
- 6.02 Grievances alleging a violation of an Employee's rights that could also serve as the basis for a discrimination charge with the Ohio Civil Rights Commission (or the U.S. Equal Employment Opportunity Commission, if it has jurisdiction), may be processed up to, but not including, arbitration under the grievance procedure in Article 10.

## **ARTICLE 7 NEGOTIATION PROCEDURE**

- 7.01 Either Party may request the opening of Negotiations by submitting such requests in writing as required in Article 28 of this Agreement. After such a request is received, the Parties shall meet at agreeable times and places for the purpose of negotiating an Agreement. The initial meeting shall take place no later than sixty (60) days prior to the expiration of this Agreement. The Parties may exchange proposals at the initial meeting. All meetings will be held in executive session. Unless mutually agreed to, all meetings for negotiations shall be held during the time that Members of the union team are not assigned to work.
- 7.02 Neither Party shall have the authority over the selection of the other Party's bargaining team. Each Party may be represented by a maximum of four (4) persons. For the Union, a maximum of two (2) of those persons shall be employees in the bargaining unit. The Parties agree that their respective representatives shall be cloaked with the authority to make proposals and concessions. At least fifteen (15) days prior to the first scheduled negotiations meeting, the Parties shall exchange the names of the people on their respective negotiating teams.

- 7.03 Upon request of either Party, the negotiation meeting shall be recessed to permit the requesting Party a period of time within which to caucus in privacy.
- 7.04 As agreement is reached on individual items, such items shall be signed by both Parties. When a full tentative agreement is reached, it shall be presented to the Union Membership and to the Board for ratification.
- 7.05 Periodic progress reports concerning the negotiations prior to the expiration of the Agreement or any extension thereof may be made public by the Parties only by mutual agreement.
- 7.06 Either Party may, at any time thirty (30) days or less prior to the expiration of this Agreement, request mediation services from the Federal Mediation and Conciliation Service. Upon such request by either Party, both Parties shall submit a joint written request to the Federal Mediation and Conciliation Service to provide a mediator to the Parties to facilitate bargaining. Mediation shall begin as soon as possible and shall continue until the expiration of this Agreement or, if the Parties mutually agree, may continue thereafter. If any expenses are incurred by Mediation, the union and the Board shall share them equally.
- 7.07 The Parties agree that the aforementioned Federal Mediation shall supersede all other Dispute Settlement Procedures contained in Chapter 4117.14 of the Ohio Revised Code.
- 7.08 After the expiration of this Agreement or any extension thereof, no strike shall be conducted by the Union or any of its members without first having exhausted the procedures described in this Article and then only after giving the Library the Ten (10) Day Notice required by the provisions of Ohio Revised Code Section 4117.14.

## **ARTICLE 8 NO STRIKE/NO LOCKOUT**

- 8.01 During the term of this Agreement, there shall be no lockout by the Library and neither the Union, nor any of its officers, members, representatives, or agents, or any employee subject to this Agreement, shall authorize, encourage, cause, support, instigate, tolerate, condone, sanction, participate or engage in any work stoppage, curtailment of work activities, strike, sympathy strike, slowdown, picketing, handbilling, bannering, or boycott for the duration of this Agreement, or commit any other action that will interrupt or interfere with the administration, operation, or the general public's use of the Library.
- 8.02 In the event an employee violates this Article, the Library may discipline that employee. In any grievance proceeding thereafter initiated by the Union, the sole issue shall be whether the employee violated this Article.

## **ARTICLE 9 LABOR/MANAGEMENT CONFERENCE**

- 9.01 In the interest of effective communications, a Labor/Management Conference (“LMC”) may be held on an “as needed” basis, but not more often than four times per year, to discuss any items of mutual concern. The LMC will consist of no more than two (2) representatives of the Union and no more than two (2) representatives of the Library. The LMC may not alter or modify in any fashion the terms of this Agreement.
- 9.02 The Parties agree that safety issues may be raised in the LMC. The Parties will work toward mutually satisfactory solutions to those safety issues.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

10.01

A.

A Grievance shall be defined as a claim by a Bargaining Unit Employee based upon the interpretation, meaning, or violation of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. To be processed, any Grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action involved, as well as a statement of the relevant facts, and the particular remedy sought. It is not intended that the Grievance Procedure be used to effect changes in this Agreement.

The term “day” as used in this Section shall mean working days. A Grievance may be initiated by the Union and aggrieved Bargaining Unit Member. Where an employee elects not to be represented by the Union at any step of the grievance procedure, excluding Arbitration, the Union shall have the right to have a representative present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to Arbitration under this grievance procedure.

B.

All Grievances must be completed and filed upon the authorized Grievance Form agreed to between the Parties herein.

All Grievances must be processed at the proper Step in order to be considered at the subsequent Steps stated herein. Any Grievance which is not submitted by the Grievant within the time limits provided herein shall be considered withdrawn. Any Grievance not answered within the time limits in that Step may be advanced by the Grievant to the next Step in the Grievance Procedure. Time limits may be extended by the Employer and the Grievant by mutual agreement in writing.

This Grievance Procedure shall be the exclusive method of resolving Grievances.

C.

If a Bargaining Unit Employee represented by the Union believes there is a basis for a Grievance, the Employee may first discuss the matter with the Director of the Library or his/her designee in an effort to resolve the matter informally, within five (5) days after the alleged Grievance occurred. The Director or designee shall have five (5) days to respond to the Grievance.

D.

**STEP 1:** If the Grievance is not resolved informally, the Grievance and the appropriate Union Representative shall reduce the Grievance to writing on the appropriate Grievance Form and shall file the same with the Director of the Library not later than ten (10) days after the date on which the alleged violation occurred. The Director shall, within seven (7) days of the date of receipt of the Grievance, meet with the Grievant in an effort to resolve the Grievance. A Union Representative may accompany the Grievant at the meeting. The Director shall respond in writing to the Grievance and communicate such decision to the Grievant within ten (10) days of the meeting.

**STEP 2:** If the Grievant is not satisfied with the disposition of the Grievance in Step 1, the Grievant may Appeal the Grievance to Arbitration if such Appeal is approved by the Union. The Appeal to Arbitration must be made within fifteen (15) days of the date of receipt of the written response from Step 1, by serving Notice to the President of the Board. Upon receipt of the Notice of Appeal by the Board, the Parties shall issue a joint request to the Federal Mediation and Conciliation Service requesting nominations from the Agency for a list of Arbitrators to hear the Arbitration. Request shall be made for a list of seven (7) names of arbitrators. Upon receipt of such list of Arbitrators, the Parties shall meet and attempt to select one (1) name from the list.

Either Party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. If the Parties do not reject the entire list, but fail to agree upon the selection of one (1) Arbitrator, the Parties shall then proceed to alternately strike one (1) name each from the list. For the first panel to be struck between the parties, the determination as to which Party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. Thereafter, the first strike will alternate between the parties. The Individual whose name remains on the list after the other six (6) names have been removed shall be the Arbitrator. The Federal Mediation and Conciliation Service shall be informed of the Individual selected and request that such Arbitrator be assigned to the Grievance. The Arbitrator shall arrange with the Parties concerning the date, time, and place of the meeting.

E.

Arbitration Proceedings shall be conducted pursuant to the FMCS Policies and Procedures for Labor Arbitration (effective July 2, 2010), except as specifically modified

by the provisions of this Agreement. The Arbitrator shall hear only one (1) Grievance at a time unless both Parties agree to consolidate two (2) or more Grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either Party. The fees of the Arbitrator and the rent, if any, for the Hearing room shall be borne equally by the Parties. The expense of any Non-Employee Witnesses shall be borne by the Party calling the Witness. The fees of a Court Reporter shall be paid by the Party asking for one, however, such fee shall be split equally if both Parties desire a Reporter or request a copy of the Transcript or if the Arbitrator requests a copy of the transcript. Disputes may only be submitted to Arbitration during the life of the Contract. No issue whatsoever may be arbitrated or subject to Arbitration unless such issue results from an action or occurrence which takes place during the effective dates of this Agreement. No decision by an Arbitrator shall infringe upon the following:

1. The obligations of the Bellaire Public Library as expressed by the provisions of Ohio Law;
2. The statutory obligations of the Library;
3. The obligations of the Library as expressed by Ohio Supreme Court determination, or any other Court of Competent Jurisdiction, or in the general body of legal principles which are applicable to Libraries in the State of Ohio.

The Arbitrator shall not change Wage rates already in effect pursuant to this Agreement. If the Grievance is one whereby the Grievant is seeking a monetary award, such award shall only be retroactive up to ten (10) days prior to the date of the Grievance is filed. The Arbitrator shall conduct a fair and impartial Hearing concerning the Grievance, hearing and recording testimony from both Parties, and applying the rules of the Federal Mediation and conciliation Service. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter, or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The Arbitrator shall expressly confine himself to the precise issue submitted for Arbitration and shall have no authority or privilege to determine any other issue or issues not so submitted to him. Nor shall the Arbitrator have the authority or privilege to submit observations or declarations of opinion which are not directly essential in reaching a decision on the precise subject of the Grievance. The Arbitrator shall have no power to decide any questions which, under this Agreement, are solely within the responsibility of Management to decide and not in conflict with the Agreement. In rendering decisions, an Arbitrator shall give due regard to the responsibility of Management and shall so construe such responsibilities, except as they may be conditioned by this Agreement. The Arbitrator may not make an award or decision which in effect grants either party that which it was unable clearly to secure during past

Collective Bargaining Negotiations. Any issue left unsettled by the Parties when the Agreement is signed may not be determined by the Arbitrator. It is expressly understood that the decision of the Arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both Parties. The Arbitrator's decision and award shall be in writing and will specifically state the rationale for the decision. An Arbitration decision or award shall not be used as a precedent for any subsequent Grievance regarding disciplinary action, but may be cited in support of a Party's position.

## **ARTICLE 11 SENIORITY AND INTRODUCTORY PERIOD**

- 11.01 All Employees hired by the Library will have an introductory period of one hundred twenty (120) calendar days. During this introductory period, the Employee may be discharged by the Library and such discharge shall not be subject to the provisions of this Agreement. Upon successful completion of the introductory period, a newly hired Employee's seniority shall be computed from their date of hire.
- 11.02 Seniority shall be defined as the Employee's uninterrupted length of continuous service with the Library as computed from the Employee's most recent date of hire.
- 11.03 Seniority shall be broken, and employment shall cease, when an Employee:
- A. Quits, resigns, or retires;
  - B. Is discharged for just cause;
  - C. Fails to return to work following an approved leave of absence;
  - D. Is absent for two (2) consecutive working days without notifying the Library; or
  - E. Is laid off for longer than nine (9) months.
- 11.04 An Employee who is awarded a non-bargaining unit position shall cease to accumulate bargaining unit seniority. In the event the parties agree that such an Employee can return to a bargaining unit position, all previously accumulated bargaining unit seniority will be reinstated to the Employee.
- 11.05 Each year, on the anniversary date of this Agreement, the Library shall post a seniority list showing the seniority of all Bargaining Unit Employees. The seniority list shall be posted on the lunch room bulletin board.

## **ARTICLE 12 VACANCIES AND JOB BIDDING**

- 12.01 The Employer shall have the sole and exclusive right to determine when a position within the Bargaining Unit is to be filled. A position may be filled by a member of the

Bargaining Unit, or a newly hired person, pursuant to the terms and provisions of this Agreement.

- 12.02 If the Employer determines that there is a position that needs to be filled in the Bargaining Unit, then the Director of the Library shall post a notice of the same on the lunch room bulletin board. The notice shall be posted for a period of five (5) working days and shall include the classification, wage rate, and a brief description of the duties and qualifications required.

The Board has the sole and exclusive right to determine the qualifications for the position. Employees who wish to be considered for posted positions must apply therefor no later than three (3) days after the last date of posting of the Notice, by filing a written bid with the Director of the Library.

- 12.03 If two or more employee applicants who have bid or apply for the position both possess the ability to perform the work, the employee applicant with the most seniority will be awarded the job. If the Library determines that there are no applicants with the ability to perform the work from within the bargaining unit, or no bargaining unit employees apply for the position, the Library may fill the position from applicants outside of the bargaining unit. Ability to perform the work shall mean having the necessary education, skills, abilities, and experience to perform the duties of the job in question or the ability to learn the necessary skills and abilities within a provided training period of no more than four (4) weeks. An employee with any form of disciplinary action within twenty-four (24) months of the date that the notice of the position is posted shall not have the ability to perform the work. Determination of an applicant's skills and abilities shall include, but not be limited to, the results of examinations which may be administered at the sole discretion of the Board.

- 12.04 Any Bargaining Unit Employee awarded a position under this Article shall serve a forty-five (45) day probationary period and during that time shall be evaluated and either be permitted to remain in the position or be returned to his/her former position and pay. The decision to return the Employee to his/her former position and pay may not be grieved pursuant to Article 10. The Employee has the right to choose to return to his/her former position and pay anytime within the forty-five (45) day Probationary Period. Any Employee who voluntarily returns to his/her former position will be ineligible to bid upon that same position for a period of two (2) years.

- 12.05 The Board retains the right to abolish any position that it determines is no longer necessary to operate the programs of the Library. If a position is abolished, the Director of the Library will meet with the Union President to explain the reasons prior to such abolishment.

- 12.06 The posting procedure set forth in this Article shall not apply to Temporary, Seasonal, Part-Time, and/or Casual Employee positions with the Library.

**ARTICLE 13**  
**HOURS OF WORK/OVERTIME**

13.01 Definitions

- A. "Full-time" Employee. A full-time Bargaining Unit Employee is one who works at least 35 hours per week for ten (10) of the immediately preceding twelve (12) consecutive weeks.
- B. "Part-time" Employee. A part-time Bargaining Unit Employee is one who works more than twenty (20) hours per week for ten (10) of the immediately preceding twelve (12) consecutive weeks.

13.02 The normal work week for full-time Employees shall be Monday through Sunday. Employees shall be paid on an hourly basis for hours worked, pursuant to the hourly rates set forth in the Salary Schedule in Article 24 of this Agreement.

13.03 Employees who were full-time Employees on or before July 12, 2012 (and who are identified by name in Side Letter 2) will be guaranteed a minimum of thirty-five (35) hours of work per week. Employees who were part-time Employees on or before July 12, 2012 (and who are identified by name in Side Letter 2) will be guaranteed a minimum of twenty-five (25) hours of work per week. The guarantee in this Section 13.03 does not apply:

- A. During weeks in which an Employee utilizes any form of paid or unpaid leave, and during a holiday week; and
- B. After a full-time employee voluntarily bids on a part-time job or voluntarily terminates her/his employment.

13.04 For Employees who work six (6) consecutive hours or more in a day, the work day shall include an uninterrupted lunch period of thirty (30) minutes without pay, which does not constitute part of the normal work day, and a fifteen (15) minute break period with pay. Both the lunch period and the break period shall be scheduled by the Employee with the consultation and consent of the Director of the Library. The break period may not be combined with the lunch period, unless approved in advance by the Director of the Library.

13.05 Employees who work more than four (4) consecutive hours, but less than six (6) consecutive hours, in the work day shall receive one (1) paid fifteen (15) minute break during each afternoon of scheduled work. Said break period shall be scheduled by the Employee with the consultation and consent of the Director of the Library.

13.06 Time and one-half shall be paid for all hours actually worked over forty (40) in any work week.

**ARTICLE 14**  
**DISCIPLINE AND DISCHARGE**

- 14.01 The Library may not discipline or discharge any Employee except for just cause.
- 14.02 Employees may be disciplined or discharged for any of the following reasons: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules and regulations of the Library (including but not limited to those promulgated and enforced pursuant to the rights guaranteed to the Library in Article 3, or any other act of misfeasance, malfeasance, or nonfeasance.

**ARTICLE 15**  
**LAYOFF AND RECALL**

- 15.01 If the Library determines to layoff employees in any classification, the following procedure will apply:
- A. The Library shall first seek voluntary time off from Employees in the affected classification.
  - B. If sufficient volunteers are not secured all temporary and introductory period employees employed by the Library in the affected classification will first be laid off.
  - C. If a further reduction is required, the Library will lay off those Employees in the affected classification(s) who received the lowest ratings on their most recent performance evaluation preceding the effective date of the layoff. If more than one Employee in the affected classification has the same rating, the Library will determine whom to lay off based on a comparison the Employees' relative experience in the classification at issue and their level of formal education.
- 15.02 Employees will be recalled in the reverse order in which they were laid off, provided that they have the qualifications to perform the available work. The Library has the sole and exclusive right to determine qualifications. The Library shall not act arbitrarily or capriciously when making this decision.
- 15.03 For purposes of this Article, classifications shall be defined as: Library Clerk/Desk Clerical Assistant, Technical Services, and Maintenance/Custodian.
- 15.04 A laid off Employee is required to keep the Library advised of his/her current address. Notice of recall shall be made by the Library to the laid off Employee by Certified Mail, Return Receipt Requested, at the last known address of said Employee. The Employee must notify the Library in writing within three (3) working days from the date he/she

receives such Notice, of his/her intention to return to work. If the Employee declines the Board's offer of work, or he/she fails to contact the Library in writing within three (3) working days of the date of receipt of the Notice, or if the Notice is returned as refused, unclaimed, or undeliverable, the Employee shall forfeit all further rights to recall and his/her employment shall be deemed to have voluntarily terminated. A laid off Employee will have recall rights for a period of nine (9) months from the effective date of layoff. If recalled from layoff during this period, such Employee shall retain all previously accumulated seniority. Seniority shall not accrue during the period when an Employee is laid off.

## **ARTICLE 16 HOLIDAYS**

16.01 The Library will observe the following days as holidays:

New Years Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
The Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving  
Christmas Eve Day  
Christmas Day

16.02 A full-time Employee (as defined in Article 13) who is not on layoff or a leave of absence will receive seven and one-half (7.5) hours of pay for each holiday, provided that the Employee worked the last day they were scheduled prior to the holiday and the first day they were scheduled after the holiday. Part-time (as defined in Article 13 ) Employees who were hired on or before July 12, 2012 will receive four and one-half (4.5) hours of pay for a holiday.

16.03 The Library is closed on each of the holidays in Section 16.01. When one of these holidays falls on a Sunday, the Library will be closed on the following Monday. When one of these holidays falls on a Saturday, the Library will be closed on Saturday. If during the term of this Agreement, the Library decides that it will be open on any of the holidays recognized in Section 16.01, it will, by December 1 of the year prior to the year in which the holiday falls, notify the Union.

## **ARTICLE 17 VACATIONS**

17.01 All full-time (as defined in Article 13) Bargaining Unit Employees, after continuous service of one (1) year with the Library, shall thereafter accrue paid vacation time according to the following schedule:

<b><u>Yrs of Completed Service</u></b>	<b><u>Vacation Accrual Each Pay Period</u></b>
<b>1 to less than 3</b>	<b>1.56 Hours</b>
<b>3 to less than 10</b>	<b>3.12 Hours</b>
<b>10 or more</b>	<b>4.68 Hours</b>

Full-time Employees who reach one (1) year of service will receive a lump sum amount of thirty-five hours (35) of vacation effective on their one-year anniversary date, and will thereafter accrue vacation according to the foregoing schedule.

17.02 The vacation schedule shall be determined by the Director of the Library or his/her designee. So far as practicable, vacations will be scheduled and taken at times requested by the Employee, but the final right to schedule individual vacations is exclusively reserved to the Library in order to ensure its orderly operation. The Employee must work the last working day scheduled before vacation starts and the first working day scheduled after the vacation ends in order to be paid for vacation time.

17.03 Vacation may not be taken until it is accrued, provided, however, that Employees may not take vacation until they have worked full-time for the Library for at least one (1) year. When used, vacation must be taken in four (4)-to-eight (8) hour increments.

17.04 An Employee with more than one (1) year of service who leaves employment shall be eligible for all accrued, but unused vacation, provided that the Employee shall have given at least two (2) weeks notice of their intent to resign.

17.05 The maximum amount of vacation time that may be carried over from year-to-year is 113 hours for an Employee with less than eleven (11) years of service, and 188 hours for an Employee with eleven (11) years of service or more. Any vacation accrued in excess of these amounts will be lost if not used in the year in which it accrued.

17.06 Part-time Employees (as defined in Article 13) who are employed on July 12, 2012 will accrue one (1) hour of vacation for each fifty-two (52) hours paid.

## **ARTICLE 18 LEAVE OF ABSENCE**

18.01 Upon written request of any Bargaining Unit Employee who has satisfactorily completed one (1) year of service with the Library, the Library will approve an unpaid medical leave of absence for a period not to exceed three (3) months if the Library determines that it is able to continue to provide library services during the requested leave or is otherwise required by applicable law to grant the requested leave. An Employee is only eligible for this leave after he/she has exhausted his/her accrued sick leave benefits.

- 18.02 The written request for a medical leave of absence shall be in the form and shall contain the information that the Library may determine is necessary or appropriate in order to justify the need for medical leave. The Library shall continue health insurance coverage under this Agreement for the Employee for the duration of the three (3) month medical leave of absence.
- 18.03 At the completion of an unpaid medical leave of absence, the Employee must present a physician's statement indicating that the Employee is able to perform his/her essential job functions. The statement shall be presented to the Director of the Library at least ten (10) days prior to the expiration date of the leave. Upon receipt of the physician's statement, an employee will be returned to the same or an equivalent position.
- 18.04 In all cases where the Employee requires a medical leave of absence for a period that exceeds three (3) months, the Employer will comply with applicable law in connection with the need to grant said leave and the conditions under which the Employee may be able to return to work.
- 18.05 An Employee who fails to report to work within three (3) working days after the date of expiration of a medical leave shall be considered to have voluntarily resigned his/her employment.
- 18.06 An Employee who misrepresents facts in order to obtain a leave of absence, or who secures a leave of absence on the basis of such misrepresentation, shall be terminated by the Library.
- 18.07 The Library shall comply with all applicable laws and regulations regarding the granting of an unpaid military leave of absence.

## **ARTICLE 19 BEREAVEMENT LEAVE**

- 19.01 Regular full-time Employees (as defined in Article 13) are entitled to unpaid bereavement leave for a death in the immediate family for the purpose of attending the funeral. Employees who do not attend the funeral are not entitled to bereavement leave. Bereavement leave may, at the Employee's option, be charged to sick leave, and must include the day of the funeral. Leave duration is as follows:
- Three (3) days upon the death of the employee's: Father, Mother, Spouse, Child, Brother, Sister, Father-in-law, Mother-in-law, Grandparent, Grandchild.
- One (1) day upon the death of the employee's: Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Grandparent-in-law, uncle, aunt, cousin or spouse of the same or a stepparent, step sibling, or any child of a current spouse.
- 19.02 Days of bereavement leave must be consecutive work days and include the day of the funeral. The employer may require proof of relationship in the form of a death notice to

approve the use of bereavement leave. Employees may not substitute sick time for bereavement leave if to do so would result in an Employee receiving pay for more hours than they would normally be scheduled to work during the period of bereavement.

- 19.03 The Library may approve up to an additional three (3) days charged to sick leave for good cause shown.

## **ARTICLE 20 CONTINUING EDUCATION**

- 20.01 The Library desires for its Employees to maintain and improve their skills and knowledge of library functions and activities, which are for the direct benefit of the Library, by attending workshops, professional visits, professional meetings, and other affairs approved in advance by the Director. Approval of an activity is in the sole discretion of the Director. The Library will pay all reasonable expense for mileage, meals, and registration cost of an approved activity. The Employee will be paid his/her regular rate of pay for the number of hours the Employee is in attendance at the activity, including travel time. If such an activity takes place on a day when an Employee is not scheduled to work, the Employee shall be given another day off. On days when the activity exceeds the hours they would have otherwise been scheduled to work, the Director may grant compensatory time to the Employee in accord with the Fair Labor Standards Act. The Employee must attend the full activity in order to receive reimbursement and pay.
- 20.02 The Library will make available OPLIN e-mail accounts for use by bargaining unit employees for library business only. Employees have no expectation of privacy in the e-mails sent from or received by the OPLIN e-mail account.

## **ARTICLE 21 JURY DUTY/SUBPOENA/LIABILITY SUITS**

- 21.01 An Employee who is called for jury service during his/her scheduled work day shall be excused from work for the days on which he/she serves and shall receive his/her regular compensation, up to a maximum of ten (10) days. The Employee shall return any compensation received for that service for those days to the Library up to, but not exceeding, the amount of the Employee's regular Library compensation. If the Court is dismissed for part of a day or week, or if the Employee is released from duty, the Employee shall return to work for the remainder of the scheduled work day. If an Employee exhausts the leave provided for in this Article, the Library and the Union will meet to discuss the situation and determine whether and how to address any resulting hardship for the Employee.
- 21.02 An Employee who is called as a witness to testify in the Library's behalf or as a third party witness in any legal proceeding involving another person shall be paid his/her regular compensation for all time lost from scheduled work. The Employee shall return any compensation received for such a witness appearance to the Library up to, but not exceeding, the amount of the Employee's regular Library compensation. No Employee

shall receive pay under the Section if he/she testifies against the Board or for any testimony required in a lawsuit or other proceeding to which the Employee is a party, unless otherwise specified in this Agreement.

- 21.03 The Library shall defend and indemnify an Employee in accordance with Ohio Revised Code Chapter 2744.

## **ARTICLE 22 SICK LEAVE**

- 22.01 Each full-time (as defined in Article 13) Bargaining Unit Employee who has completed his/her Introductory Period, shall earn sick leave at the rate of 4.5 hrs. per pay period. Accumulation of sick leave shall commence on the Employee's successful completion of the Introductory Period described in Article 11. Part-time (as defined in Article 13) Employees hired on or before July 12, 2012 shall earn sick leave at the rate of one-half (.5) an hour for each fifty-two (52) hours paid.

- 22.02 Employees may only use sick leave if it has accrued. Employees may use sick leave for the following purposes:

- A. Absence due to personal illness, injury, exposure to contagious disease which could be communicated to other Employees, or for an appointment with a Physician. The Director or his/her designee may request, whenever he/she deems necessary, a note from the Employee's doctor or other health care professional substantiating the Employee's illness or appointment. Employees will make every reasonable effort to schedule doctor appointments outside of their normal working day so as to minimize interference with the Library's operations.
- B. Absence due to the need to care for a person in the immediate family who is suffering from an illness, provided it is necessary for the Employee to be present with the family member. The term "immediate family" shall mean spouse, child, parent, brother, sister, or other member of the Employee's household, and in-laws bearing any of the above relationships. The Director or his/her designee may request, whenever he/she deems necessary, a note from the Employee's doctor or other health care professional substantiating the immediate family member's illness or appointment and the need for the Employee to care for the immediate family member.
- C. Absence due to bereavement. Employees may use sick leave in place of the unpaid bereavement leave provided for in Article 19, subject to the limitations and conditions contained in that Article.

- 22.03 Employees may accrue sick leave up to six hundred thirty (630) hours. Any sick leave accrued above that cap shall be lost if not needed by the Employee in the year in which it accrues.

- 22.04 An Employee's use of sick leave does not prevent the Library from taking disciplinary action against the Employee for attendance-related reasons. All sick leave shall be used in one-hour increments.
- 22.05 An Employee who leaves employment for any reason is not entitled to be paid for any accrued, but unused sick leave.

**ARTICLE 23  
INSURANCE**

- 23.01. Effective on the first of the month following ratification of this Agreement by the Bargaining Unit Employees and approval by the Board, the Library shall pay eighty-five percent (85%) of the premium for single, double, and Medicare coverage for Employees who properly request the same during the enrollment period, under a medical insurance policy.
- 23.02 Effective on January 1, 2013, the Board shall continue to pay eighty-five percent (85%) of the premium for single and Medicare coverage for Employees who properly request the same during the enrollment period, under a medical insurance policy. Effective on January 1, 2013, the difference in premium between single and double coverage for medical insurance shall be paid fifty percent (50%) by the Employee and fifty (50%) by the Board. An Employee may receive double coverage by properly requesting the same during the designated enrollment period, and paying the premiums.
- 23.03 Effective on January 1, 2014, the Board shall continue to pay eighty-five percent (85%) of the premium for single and Medicare coverage for Employees who properly request the same during the enrollment period, under a medical insurance policy. Effective on January 1, 2014, the difference in premium between single and double coverage for medical insurance shall be paid one hundred percent (100%) by the Employee. An Employee may receive double coverage by properly requesting the same during the designated enrollment period, and paying the premiums.
- 23.04 The Board and Union mutually agree that an insurance committee is created consisting of the following: two (2) members designated by the Board and two (2) members of the bargaining unit chosen by the Union. The purpose of this committee is to investigate other insurance carriers and/or policies that may provide a savings in insurance costs. All bids received shall be submitted to the Board for consideration. The committee shall make recommendations to the Board concerning an insurance provider and/or policy. The committee members shall be named and disclosed annually.
- 23.05 The Library and the Union acknowledge that certain Patient Protection and Affordable Care Act ("PPACA") provisions regarding health insurance exchanges are scheduled to become effective on January 1, 2014. The Union and the Library agree that, in the event PPACA becomes effective at any time after negotiations over this Agreement have concluded, but before the termination date of this Agreement, the Library shall have the right, in its sole discretion, to reopen this Agreement to negotiate over the terms of this

Article 23 only. The Library will provide the Union with written notice of its decision to exercise its right to reopen under this paragraph. The parties will thereafter bargain in good faith for a period of 60 days (measured from the date of the Library's notice) over any proposed change to (including, but not limited to, the elimination of) Article 23. At the end of that 60 day period, if no agreement has been reached, the Parties shall be released from the obligations of Article 8.

If at any time during the term of this Agreement, should the insurance carrier change coverage, or should the Library determine that it is necessary for the insurance carrier and/or coverage to change, the Library will notify the Union and convene the insurance committee for the purpose of discussing the changes the Library believes are necessary. The insurance committee shall be permitted to make recommendations regarding changes to the insurance carrier and/or coverage, but the final decision as to any insurance carrier and/or coverage changes shall rest in the Library's sole discretion.

- 23.06 All premium payments for which Employees are responsible shall be deducted from the Employee's pay. Only full-time (as defined in Article 13) Employees are eligible for medical insurance coverage under the terms of this Article. Part-time (as defined in Article 13) Employees do not receive this benefit.

#### **ARTICLE 24 WAGES**

- 24.01 Effective on the first full payroll period after ratification by the Bargaining Unit Employees and approval by the Board, all Bargaining Unit Employees will receive an across-the-board increase in their hourly wage of two percent (2%).
- 24.02 Effective on January 1, 2013, all full-time Bargaining Unit Employees will receive a lump sum payment of \$300 and part-time Bargaining Unit Employees will receive a lump sum payment of \$150, both provided that the following formula yields a percentage increase that is at least 2%:

Actual Cash Received from the state library fund in the Library's Fiscal Year 2011 MINUS Actual Cash Received from the state library fund in the Library's Fiscal Year 2012 DIVIDED BY the Actual Cash Received from the state library fund in the Library's Fiscal Year 2011.

In addition to these lump sum payments, and provided that the foregoing formula yields a percentage increase that is at least 2%, all Bargaining Unit Employees will receive an across-the-board increase in their hourly wage of 1%.

If the percentage is a negative number, no lump sums or across-the-board increase will be paid.

- 24.03 Effective on January 1, 2014, all full-time Bargaining Unit Employees will receive a lump sum payment of \$300 and part-time Bargaining Unit Employees will receive a lump

sum payment of \$150, both provided that the following formula yields a percentage increase that is at least 2%:

Actual Cash Received from the state library fund in the Library's Fiscal Year 2012 MINUS Actual Cash Received from the state library fund in the Library's Fiscal Year 2013 DIVIDED BY the Actual Cash Received from the state library fund in the Library's Fiscal Year 2012.

If the percentage is a negative number, no lump sums will be paid.

24.04 The Library shall pay at least the following starting wages for new hires by classification:

Custodian: \$10.00

Technical Services: \$9.00

Clerk (full-time): Minimum Wage + \$.10

Clerk (part-time): Minimum Wage

The Library reserves the right to pay a newly hired employee more than the starting rates depending on their experience, education, and other qualifications for the position.

24.05 Effective for all minimum wage increases beginning on January 1, 2012, if a full-time employee's hourly rate is less than \$9.50/hour, the employee will receive an increase in their base wage equal to the increase in the minimum wage, in addition to any other pay increase or lump sum payments in the agreement. Once the employee's pay reaches \$9.50, however, the employee's rate will only increase if necessary to stay at least \$.10/hour above the minimum wage.

## **ARTICLE 25 HEALTH AND SAFETY**

25.01 An employee involved in an on-the-job accident which results in bodily injury or damage to library equipment shall report the accident utilizing the internal accident report procedure.

25.02 Health and safety issues shall be reported to the director, or if the director is the cause of the health and safety issue, may be reported to the President of the Board, in a timely manner without fear of repercussions. Health and safety issues may also be raised at LMC meetings in accordance with Article 13.

25.03 A First Aid Kit shall be maintained and available for the use of the employees in each building staffed by the Library.

**ARTICLE 26**  
**MILEAGE REIMBURSEMENT**

- 26.01 The Library shall reimburse an Employee for mileage incurred during travel specifically requested by the Director of the Library, or approved in advance by the Director.
- 26.02 Mileage reimbursement will be paid at the then current IRS standard of reimbursement per mile and will be paid at least once each month. A completed claim for mileage and other reimbursement expenses should be turned in within five (5) working days of the travel.

**ARTICLE 27**  
**MISCELLANEOUS ITEMS**

- 27.01 A total of up to three (3) unpaid days per year for the unit may be used by officers of the Union to attend Union meetings and conferences. The employees shall make a request for such leave in writing at least thirty (30) days prior to the first day of such leave. Two (2) employees may take such leave at a time. Leave taken under this Article shall not adversely interfere with the orderly operations of the Library, and must be approved in advance by the Director of the Library.

The work schedule of the President of OAPSE Local 251, or designee, may be arranged to allow him/her to attend one (1) OAPSE District meeting per month. The Local President will notify the Director of the Library at least thirty (30) days in advance as to the dates of such meetings in order for the Director to coordinate the employee's schedules. The request by the Local President shall not adversely interfere with the orderly operations of the Library, and must be approved in advance by the Director or designee.

- 27.02 After each election of Local Union Officers, the Director of the Library shall be notified in writing by the Union concerning the names of each Local Union Officer.
- 27.03 The Library shall provide to the Union President an agenda of the upcoming regular Board meeting one (1) day prior to said meeting, and a copy of formally approved Board Meeting Minutes within one (1) week of the meeting in which the minutes are approved.
- 27.04 The Board agrees to provide the Union the use of its Table Room for the purpose of holding meetings with Bargaining Unit Employees no more than six (6) times per year. By December 1<sup>st</sup>, the Union shall give the Director of the Library a calendar listing the dates and times that the Union requests the use of the Table Room. These dates and times will be honored provided that they do not interfere with the orderly operation of the Library or with activities sponsored by the Library or Building Tenants. Changes to this schedule must be submitted to the Director at least one (1) week prior to the scheduled meeting date and will be made at the sole discretion of the Director. The Union shall ensure that the Table Room is left in good order.

27.05 If a calamity day is determined the Library shall be closed for the entire work day. Employees who are otherwise scheduled to work that day will be released from work without the loss of pay.

If a delay is determined, Employees shall report to work at the time instructed by the Library without loss of pay. In the event the Employee is unable to report to work at the specified time due to inclement weather conditions, he/she shall notify the Library and shall not be deducted the delay pay described in this section as long as he/she reports to work later that same day. When an employee reports to work on a day the opening of the Library was delayed, they will be paid the delay pay and all hours actually worked on that day.

27.06 If any provisions of this Agreement 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 28  
DURATION**

This Agreement shall be in full force and effect from July 16, 2012 through July 15, 2015. The party desiring to modify this Agreement shall give written notice of its desire at least sixty (60) days prior to July 15, 2015 by filing the appropriate notice with SERB and serving a copy upon the other Party. If neither Party gives notice of its desire to modify this Agreement as provided above, this Agreement shall continue in full force and effect from year-to-year thereafter, subject to modification by either Party, by written notice, at least sixty (60) days prior to the anniversary date of the Agreement.

FOR THE UNION:

FOR THE LIBRARY:

Jo Krieger  
Jo Krieger, President  
Local 251, OAPSE/AFSCME Local 4

Nancy Andriano  
Nancy Andriano, President  
Board of Trustees

Rose Zelkowsky  
Rose Zelkowsky, Vice-President  
Local 251, OAPSE/AFSCME Local 4

Oct. 3, 2012  
Date

10/2/12  
Date

### **Side Letter No. 1: Recognition**

During the negotiations that led to the parties' Agreement, the parties discussed the position of Children's Librarian and its current incumbent, Marnice Gooch. The Union maintained that Ms. Gooch was not performing the duties of a "professional" employee under state law, but was instead performing duties similar to those performed by the Library Clerk/Desk Clerical Assistant. Therefore, the Library agrees that, upon ratification of this Agreement and pursuant to its management rights, it will change the title of Ms. Gooch's position to Library Clerk/Desk Clerical Assistant. Ms. Gooch will thus be included in the bargaining unit.

The parties agree that this title change will not, by itself, result in any decrease in pay or loss of seniority for Ms. Gooch. The parties further agree that a future employee of the Library with the title "Children's Librarian" will be a professional employee under state law, and thus excluded from the bargaining unit described in Article 2 of the Agreement.

### **Side Letter No. 2: Full-Time & Part-Time Employees**

The Parties agree that the list of full-time Employees for purposes of Article 13.03 (Hours) includes only the following individuals:

Marnice Gooch  
Jo Krieger  
Dave Swoyer  
Rose Zelkowski

The Parties agree that the list of part-time Employees for purposes of Article 13.03 (Hours) includes only the following individual:

Idora Kimbro

### **Side Letter No. 3: Performance Evaluations**

The Union and the Employer shall meet prior to implementation of Article 15: Layoff and Recall in order to discuss the manner in which performance evaluations shall be administered.