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LABOR AGREEMENT

Between

NORTH CANTON PUBLIC LIBRARY

And

OAPSE LOCAL 15

July 1, 2012 – June 30, 2015

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ARTICLE 1

Purpose

1. Parties of Agreement. This Agreement is entered into between the Board of Trustees, North Canton Public Library, hereinafter referred to as the "Library," and the Ohio Association of Public School Employees OAPSE/AFSCME AFL-CIO and OAPSE Local No. 15, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.
2. Entire Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written, among the Library, the Union, and the employees of the Library and constitutes the entire agreement between the parties. No amendment or supplemental agreement shall be effective to bind the parties unless it is in writing and signed by the parties.

ARTICLE 2

Recognition

1. Pursuant to the Certification of Representation issued by the State Employment Relations Board of the State of Ohio in Case No. 88-REP-06-0134, the Library recognizes Ohio Association of Public School Employees OAPSE/AFSCME AFL-CIO and OAPSE Local No. 15 as the exclusive bargaining agent of its employees in a unit described below with respect to wages, hours, and terms and conditions of employment.
2. The bargaining unit shall consist of the following classifications: Specialist (Art Gallery Curator), Librarian (non-supervisory employees), Custodian, Clerk, Clerk-Specialist, Library Technical Assistant, Library Associate, and Page.
3. The following employees are excluded from the bargaining unit: all confidential, management level employees, supervisory employees, including Head of Circulation Department, Head of Reference/Adult Services Department, Head of Juvenile Department, Technical Services Manager, Clerk-Treasurer, Deputy Clerk-Treasurer, Administrative Assistant, Director, Head of Collection Management, Community Relations and Information Manager, and Patron Services Manager.
4. Should there be any question concerning placement of a new position or classification established by management in the bargaining unit, or its possible exclusion, the Union and the Library shall meet to discuss said placement. A dispute over bargaining unit status shall be resolved in accordance with the procedures of the State Employment Relations Board. Nothing in this section shall limit the sole right of management to

establish new jobs and the requirements of all jobs. The Library and the Union acknowledge that there is a duty to negotiate any wages and conditions of employment for a position that is placed in the bargaining unit.

5. A job description shall be provided any new employee at the time of employment, and to any employee who transfers and/or is promoted to a new classification at the time of transfer or promotion. Job descriptions will be written for any classification that is not currently described. Employees within a classification will have the opportunity to review and comment on any new or revised job description prior to its implementation. The Union shall be provided with job descriptions for each classification covered by this agreement. Nothing in this section shall limit the Library's sole right to establish new classifications and determine what requirements shall be included in each classification.
6. It is mutually agreed that, in the application of this Agreement, neither party will discriminate in any manner prohibited by law between or among any employees of the Library because of race, color, creed, religion, sex, age, ancestry, national origin, handicap, or being a veteran.

ARTICLE 3

Management Rights

Any of the rights, powers, functions, and authority which the Library had prior to the signing of this Agreement are retained by the Library, except as those rights, powers, functions, or authority are specifically abridged or modified by this Agreement.

The Library hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Library, standards of library services, its overall budget, utilization of technology, and the Library's organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of Library operations;

- D. Determine the overall methods, process, means, or personnel by which Library operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, assignments, and the purchasing and distribution of all Library-owned equipment;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Library;
- H. Effectively manage the work force, including the determination of schedules, hours of operations, and the duties, responsibilities and assignments of staff;
- I. Take actions to carry out the mission of the Library.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and 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 contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio any rules and regulations and the Constitution and laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

ARTICLE 4

Negotiation Procedure

1. The negotiations and dispute settlement procedures set forth in this article shall govern negotiations conducted between the Library and the Union and shall be the exclusive procedure to be followed by both parties.
2. Negotiations may be initiated by either party upon written notice to the other party, not more than one hundred five (105) calendar days before the expiration of the contract or any portion thereof. At that time, the initiating party will notify SERB of the commencement of negotiations.

Within ten (10) calendar days of the receipt of such request, the parties shall agree on a mutually acceptable meeting date. Issues proposed for negotiation shall be submitted, in writing, by the parties at the first negotiations meeting. After submittal of the initial proposals, neither party shall submit new proposals unless mutually agreed upon. The submittal of counter proposals shall not be deemed to violate this paragraph.

3. The negotiating team for each party will consist of no more than three (3) persons. The Library and the Union shall identify the members of their negotiating teams and the names of no more than two (2) alternates, if desired. Alternates shall substitute for team members only in emergencies. Each team may have up to two (2) additional persons or consultants, including chief negotiators or legal consultants. Consultants used by either party shall be paid by the party employing their services. Negotiating sessions shall be limited to four (4) hours per day, unless otherwise agree to by the parties.
4. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next session. The meeting place may alternate between a Union selected location and a Library selected location unless otherwise mutually agreed.
5. As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. Upon reaching a tentative contract agreement, said tentative contract shall be presented by the Local Union to the members for ratification within ten (10) workdays. Upon ratification by the local Union, the tentative contract shall be presented to the Library Board for ratification within ten (10) workdays. If adopted by the Library Board, said agreement shall become the contract between the parties for the effective period stated in the contract.
6. If after sixty (60) calendar days, or a number of days mutually agreed upon, tentative agreement on all items is not reached, either party may declare a bargaining impasse. Within five (5) calendar days of declaration of impasse, the declaring party shall contact the Federal Mediation and Conciliation Service and request the assistance of a mediator. The mediator has no authority to bind either party to any agreements.
7. If after twenty (20) days from the invoking of mediation the Union believes that the matter cannot be resolved through the procedures outlined above, it may strike upon compliance with the law.
8. Within thirty (30) days of securing the final signatures to this Agreement, the Library shall print sufficient copies to provide one to each member of the bargaining unit, with an additional ten (10) copies provided to the Local Union President for use by the Union. In addition, an electronic copy of the Agreement shall be given to the Local. Any costs associated

with the printing and/or distribution of the Agreement will be paid by the Library.

ARTICLE 5

Union Rights and Obligations

1. Board Minutes. The Union will be provided, as quickly as possible, with one (1) copy of all documents placed in the minutes book of official meetings of the Board, excluding executive sessions. A copy of the official agenda of the meeting and any such related attachments will be given to the Union at least one (1) day prior to said meeting.
2. Use of Facilities. The Union will have the right, with one (1) working day's notice, to use the employer's facilities without cost, during non-working hours or unpaid release time, provided that no conflict exists.
3. Members of the Bargaining Unit. The Library shall distribute a copy of the Labor Agreement to all new bargaining unit employees.
4. Wage and Salary Report. The Library agrees to provide to the Local Union President, by September 1 of each year, two (2) copies of an employee wage report, which shall include the name of the employee, job classification, hourly rate, and number of planned hours per week.
5. Meeting Notification. The Library will attempt to keep the Local Union President advised as to the identity of administrative representatives to be present at all Union/Management meetings.
6. Union Leave. The Library shall allow for unpaid release time of ten (10) working days per contract year, with only six (6) consecutive days at one time, to the Local Union President and/or his designee for Union business. The Local President shall notify the Library of any employee who will be absent for Union business. Notice of such leave must be given three (3) working days in advance, when possible. This shall be in addition to any release time required under Article 8, Section 3(f).
7. Attendance of Local Union Meetings. Any employee wishing to attend any Local Union meeting during non-operating hours may do so, provided that the employee notify his/her immediate supervisor at least one (1) day in advance; the time taken from that shift must be made up.
8. Negotiating Leave. The members of the Union negotiating team (not to exceed three) shall receive paid release time for all negotiating sessions with management.

9. Union Business. The Union shall not conduct Union business in public service areas or on telephones in public service areas. Bargaining unit employees, representatives, and other officials (including committee chairs and members) shall avoid conducting and discussing Union business on work time.
10. Required Information. The Union shall furnish to the Director or his/her designee the following upon request but no more than once per calendar year:
 - A. A complete list of Local Union officers, committee chairs and stewards.
 - B. Written notification to the Director or his/her designee of any changes to this list, not later than thirty (30) calendar days after such changes are made.
11. Board Meetings. The Union will be permitted to have one (1) employee attend Board Meetings without any loss in pay. However, the employee must make up the work time lost as directed by the immediate supervisor.
12. Internal Mail. The Union shall be permitted use of the Library's internal mail system (i.e. mailboxes) to communicate with members of the bargaining unit.

ARTICLE 6

Union Dues

1. Dues will be deducted from the first and second paycheck each month for 12 months. However, the dues deduction period will run from September through August with cancellation being made only during a period of the final fifteen (15) days of the contract; otherwise, membership shall remain in effect until the next withdrawal period.
2. Cancellation must be made by written notice, one (1) copy to the Treasurer of the Local Union and a second copy to the Clerk-Treasurer's office of the Library.
3. The completed authorization form will be in effect until cancelled by an individual in accordance with Section 1, above.
4. All authorization forms and letters must be processed by the local Union before being sent to the payroll department. Payroll deductions shall be made by the Library upon receipt of the membership authorization form from the Union, or according to Article 7, Section 3. For an authorization form received after the start of the deduction period, the Library shall only

be responsible for making deductions after receipt of the form; any dues owed by the employee for a period preceding the Library's receipt of the authorization form shall be collected by the local Union.

5. The Union shall be required to notify the Clerk-Treasurer's office prior to the first pay in September of any year, in writing, of any changes in the dues for the coming year.
6. At the end of each month, a check is to be forwarded to the State Union Treasurer together with a report including the names of all employees having deductions and the amount deducted for each. A copy of the report will be provided to the Local Union Treasurer.
7. The Union shall indemnify and hold the Library harmless from any and all claims, demands, suits, or any other action arising from the dues deduction and fair share fee provisions contained herein.
8. The Library agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Library and the Union. At the end of each month, a check is to be forwarded to the State Union Treasurer together with a report including the names of all employees having deductions and the amount deducted for each. A copy of the report will be provided to the Local Union Treasurer.

ARTICLE 7

Service Fees

1. Bargaining unit employees who are regularly scheduled to work forty (40) hours per week shall be considered regular full-time employees. Bargaining unit employees who are regularly scheduled to work twenty (20) or more hours per week but less than forty (40) shall be considered regular part-time employees. Except as specified in item 2, all regular full-time or regular part-time employees who are members of the bargaining unit but who are not members of the Union and its Local shall pay to the Union a fair share fee as a condition of their continued employment with the Library. Such fair share fee shall not exceed dues paid by members of the Union and its Local.
2. Bargaining unit employees who are regularly scheduled to work less than twenty (20) hours per week shall be considered variable hour part-time employees and will be exempt from paying fair share fees. Hours worked by a variable hour part-time employee to cover employees on leave are not

counted toward the variable hour part-time employee's regularly scheduled hours.

3. Except as specified in item 2, all bargaining unit employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire.
4. The Union shall notify the Library of the fair share fee amount and of any changes in the amount of dues deduction, if changed, and shall provide to each non-member regular full-time and regular part-time employee a notice of the amount of the fee, an explanation as to how the fee was determined, a statement that the employee may file an objection to the amount, how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Union's internal rebate policy.
5. Fair share fee shall be deducted through payroll deduction in the same manner as dues deductions, except that written authorization for fair share fee deduction is not required.

ARTICLE 8

Grievance Procedure

1. Definitions

- A. A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of a specific article, section, or provision of this Agreement.
- B. "Grievant" is defined as a member of the bargaining unit, a group of bargaining unit members, or O.A.P.S.E. Local 15, initiating a grievance on its own behalf. When more than one member is part of a grievance, the grievance shall be signed by a member or members representing the allegedly affected group. All members allegedly involved in the grievance shall be identified by name on the written grievance and shall be given written notice by the Union of the filing of the grievance. Individuals may withdraw from the grievance action.

2. Initiation of Grievance and Steps

Step 1

Prior to the filing of a written grievance, a bargaining unit member with a grievance, as defined above, shall first talk to her/his supervisor in an earnest effort to find a solution to the grievance. The informal discussion

shall occur within fifteen (15) calendar days of the act or knowledge giving rise to the grievance. The supervisor shall respond within seven (7) calendar days of the discussion.

Step 2

If a grievant is not satisfied with the Step 1 response, she/he or the Union has the right to appeal the grievance to Step 2 within seven (7) calendar days after receipt of the Step 1 response by filing a written grievance to the Library Director or his/her designee. Within seven (7) calendar days of the presentation of the Step 2 grievance, a meeting with the Library Director or his/her designee shall occur to discuss the grievance. Within seven (7) calendar days after the meeting as Step 2 grievance, the Library Director or his/her designee shall render a written response to the grievant and the Union.

Step 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2, or if no written disposition is received by the grievant within fifteen (15) calendar days after submission of her/his filing Step 2 appeal, the Union may initiate arbitration by filing a written notice of intent to arbitrate with the Library Director within fifteen (15) calendar days following receipt of the Library Director's Step 2 response or non-response. If either party intends to contest the arbitrability of a grievance, it must give notice to the other party not later than thirty (30) days after the filing of the written notice of intent to arbitrate.

- A. Within seven (7) calendar days of filing the demand for arbitration, the Union shall submit a written request to the Federal Mediation and Conciliation Service (F.M.C.S.) requesting a panel of seven arbitrators. The arbitrator shall be selected by the alternate strike method, starting with the party that initiated the grievance. Either party shall have the right to reject one panel of arbitrators in its entirety prior to initiating the alternate strike, and such party shall pay the FMCS fee for the new panel. The arbitration shall be conducted in accordance with FMCS' rules.
- B. The arbitrator shall hold the necessary hearing and issue a decision within thirty (30) calendar days of the close of hearing. Arbitration hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- C. The decision of the arbitrator shall be in writing and a copy shall be sent to both parties' representatives. The decision of the

arbitrator shall be binding upon the grievant, the Union, and the Library.

- D. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language herein in arriving at her/his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine herself/himself to the precise issue(s) submitted for arbitration and shall have no authority to decide or render opinions on any other issue(s) not so submitted to her/him or to submit observations or declarations of opinion which are not directly essential in reaching her/his decision.
- E. Except as expressly limited by this Agreement, the arbitrator shall in no way interfere with management prerogatives or substitute his discretion for that of the Library in cases where the Library has retained discretion under this Agreement. The arbitrator is specifically prohibited from making any decision, which is inconsistent with the terms of this Agreement, or contrary to law. The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to recommend the relief sought if requested to do so by either party.
- F. An arbitrator making an employee whole for lost wages, in the case of a termination, shall deduct from the award any wages the employee earned from employment accepted in place of his/her former employment with the Library.
- G. The arbitrator's fees and expenses and the cost of any hearing room, if any, shall be shared equally by the parties.

3. General Conditions

- A. An employee shall have the right to be represented only by the Union at all steps of the grievance procedure. There shall be no reprisals against any employee for filing a grievance. The Union shall have the right to be present at all steps of the grievance procedure to ensure that all grievance settlements are in compliance with this Agreement. An employee may represent him/herself under the grievance procedure at any step prior to Arbitration.
- B. A grievance shall be considered untimely and waived unless it is submitted in writing at Step 2 within seven (7) calendar days of the Step 1 response by the supervisor.

- C. Formal grievances must be signed by the grievant(s) or by the Local President when the grievance is initiated on behalf of the Local .
- D. The Union shall receive confidential copies of written decisions.
- E. The number of days indicated at each step of the Grievance Procedure shall be considered to be a maximum unless extended by mutual written agreement.
 - (1) If the time limits are not met by the grievant, the grievance shall be considered resolved, based on the decision of the previous step.
 - (2) If the time limits are not met by the administration, the grievance shall immediately proceed to the next step.
 - (3) If the time limits are not met by the administration at Step 2 and the grievance goes to arbitration, management shall be responsible for 75% of the costs of the arbitrator.
- F. At Step 2 or beyond, a maximum of three (3) bargaining unit members, which may include the grievant, the Local President, and/or the steward, who on behalf of the Union are engaged in a grievance with representatives of the Library, shall be granted paid release time, should the grievance meeting or arbitration hearing be scheduled by the Library during their regular work shift. A bargaining unit employee who appears as a witness at an arbitration hearing during his/her scheduled working hours shall be granted paid release time for the period of such testimony, provided the Union will not abuse the authority to call witnesses.

ARTICLE 9

Vacancies

- 1. Job Posting
 - A. A vacancy is defined as a position which the Library desires to fill, created by an increase in the work force or by an employee leaving a position by transfer, promotion, or resignation, or by the creation of a new position.
 - B. When the library determines that a permanent vacancy exists in a regular full-time or regular part-time bargaining unit position, the Library shall post a notice of the opening in all departments for ten (10) consecutive calendar days. When a permanent vacancy exists for a variable hour part-time position, the Library shall post a

notice of the opening in all departments for three (3) consecutive calendar days. Information on job vacancies, including job location, hours, pay, current job description, and qualifications will be posted in a conspicuous non-public location. A copy shall also be given to the Local Union President at the time of posting. An employee may apply in writing to the Director during the applicable posting period.

- C. Bargaining unit members shall be given preference for vacancies in a lateral or downward pay classification change based on system seniority.

2. Filling Vacancies

- A. Lateral Movement – is a job change within the same classification. This vacancy shall be offered to the interested senior employee in the same classification.
- B. Downward Movement – is a job change to a classification which has a lower entry level rate of pay than the entry level pay rate of the employee’s current classification. The vacancy shall be offered to the interested senior employee in the department.
- C. Promotional Movement – is a job change to a classification with a higher entry level pay rate than the entry level pay rate of the employee’s current classification.

(1) The applicant best qualified, based on the qualifications established for the position, will be granted the position.

(2) In considering qualifications for promotion, the library will review the applicant’s skill, ability, knowledge, education, successful work experience and other vocationally relevant factors, training related to the position, and/or potential to perform the new task.

(3) In an instance where the Library determines the qualifications are relatively equal between applicants, the Library will give preference to qualified existing Library personnel on the basis of seniority.

- D. Any current employee who has been awarded a new position under this selection process may, during the first thirty (30) days in the new position, request to be returned to his/her former position. During the first sixty (60) days in the new position, if the Library determines that the employee is unqualified or otherwise

unsuitable to the position, the Library may return the employee to his/her former position.

E. In order to maintain continuity of operations, the following rules will govern the employee selected:

(1) When an employee's application for an opening is successful and he/she accepts the position, he/she will not be eligible to submit an application for other vacancies for a period of three (3) months from the date of award, except in a promotional move.

(2) When an employee's application for any job opening is successful and he/she declines to accept the award, the employee shall be ineligible to submit an application for any other job opening for a period of three (3) months from the date of refusal.

ARTICLE 10

Probation and Personnel Records

A. Probation

1. Persons newly employed shall be probationary employees for a period of six (6) months from the first day worked.
2. During the probation period the probationary employee:
 - a. May be disciplined or discharged and such action shall not be the subject of a grievance under the grievance procedure.
 - b. Shall have no seniority.
 - c. Is not eligible to bid on another position during the first three (3) months of his/her probationary period.
3. Upon the continuation of his/her employment following completion of the probationary period, such employee's seniority will be calculated from his/her first day worked.

B. Personnel Records

1. The official personnel file for each employee shall be maintained in the administrative office of the North Canton Public Library.

2. An employee, upon written request to the Director, shall have the right to review the contents of his/her personnel file and to receive promptly and at no cost a copy of documents in the file. All other record requests shall be subject to the law in effect at the time of the request.
3. Personnel files shall be reviewed by the employee in the presence of the Director or designee, at a mutually agreed upon time. An employee shall be entitled to be accompanied by another individual of the employee's choice when reviewing his/her personnel file.
4. Copies of formal evaluations, if any, and correspondence, if any, pertaining to employee performance 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 response to such material within fifteen (15) calendar days of its receipt.
5. No derogatory material may be placed in an employee's official personnel file without the employee being notified and given a copy.

ARTICLE 11

Seniority, Layoff / Recall, Reduction in Force

1. System Seniority is an employee's length of service within the bargaining unit as computed under Paragraph 2 using the last date of hire as the starting point.
2. Seniority will be earned and accrued based on full-time equivalence, with parttime workers' seniority being prorated, e.g., a part-time employee working 20 hours per week will earn and accrue seniority at one-half the rate of a full-time employee working 40 hours per week. Overtime, substitute, and temporary hours will earn seniority.
3. Once each year in January, the Library shall provide the Union with a list of employees showing their dates of hire and number of seniority hours earned and accrued in accordance with Section 2, above.
4. In the event of a reduction in force (defined as the layoff of one or more bargaining unit employees or an involuntary reduction in work hours), the following procedures will apply:

- A. The Library shall determine the position or positions to be affected by the reduction in force and shall give written notice to the employee or employees to be affected ten (10) calendar days prior to the reduction being instituted. Written notice will be sent to the employee via the Library's internal mail system as well as via regular U.S. mail to the employee's home address. The written notice shall include the reason for the reduction and shall provide space for the employee to provide written notice of the exercise of his/her bumping rights. A copy of the written notice shall also be sent to the Local Union President via the Library's internal mail system.
- B. Each affected employee who desires to exercise his/her seniority to avoid being reduced in force may bump a less senior employee, in accordance with the attached bumping order, provided the senior employee has the qualifications to do the work. The affected employee must exercise his/her bumping rights within five (5) calendar days of the date of the layoff notice by returning to the Library's Director or designee a completed copy of the layoff notice on which the employee must indicate the less senior employee he/she chooses to bump. Upon receipt, the Library will provide a copy of the layoff/bumping notice to the Local Union President and to the employee who is being bumped via the same notice methods set forth in paragraph A, above. The Library will give written notice to all affected employees and to the Local Union President of all successful bumps. A bumped employee can, in turn, exercise bumping rights within five (5) calendar days of the date of the bumping notice by giving to the Library's Director or designee written notice of the less senior employee he/she chooses to bump. The foregoing process will continue until all employees have exercised or declined to exercise bumping rights in accordance with their seniority. For purposes of this Article, "qualifications" shall mean having the skill and ability required for the position and the ability to meet normal required standards of job performance (as described in the job description and written list of job duties in place as of the time of the bumping) upon a minimal orientation to the position not to exceed two (2) weeks. The Library's decision to disqualify an employee from the position will be subject to the grievance procedure. In no event shall there be any "upward bumping."
- C. All employees who are affected as a result of a reduction in force (i.e. those who have been laid off or who have exercised bumping rights into a different position than the one they held

prior to the reduction in force) shall be deemed to be on a recall list.

- D. In the event of a recall, the Library shall determine the position or positions to be affected by the increase in force and shall thereupon recall employees from the recall list in order of their system seniority, provided the employee has the qualifications to do the work.
5. When an employee bumps another employee in the same classification, there will be no change in pay. If an employee bumps another employee in a lower classification, he/she shall be paid the greater of the then-current rate of pay paid to the employee being bumped or a rate of pay equal to the then-current entry rate for the position into which the employee is bumping increased by two percent for each complete year of service for the bumping employee.
 6. An employee may, in writing, elect to waive, his/her right to bump a less senior employee and voluntarily accept layoff. In such event, such employee who has waived the right to exercise his/her seniority as hereinabove set forth shall be recalled only when an opening in his/her position exists, unless he/she withdraws his/her waiver by providing written notice to the Library Director or designee and requests to be placed on the recall list in order of his/her seniority.
 7. Any employee laid off shall retain recall rights for a period of eighteen (18) months, during which time this Library shall not hire anyone to the classification of the layoff or below unless it has first followed the recall provisions of this article.
 8. Recall.
 - (a) The laid off employee shall provide the administration of the Library with his/her current mailing address, telephone number, and any other pertinent information. In the event of recall, the employee being recalled shall be notified by certified mail to the employee's last known address as to the date of their expected return to work and the hourly rate for the position. If the position to which the employee is being recalled will be a regular full-time or regular part-time position (i.e. regularly scheduled to work twenty (20) or more hours per week), the notice shall also include the number of regularly scheduled hours.
 - (b). All recall notices will be sent by certified mail to the last known address as listed in official personnel file.

- (i). Employees will be given a fourteen (14) calendar-day recall notice. If no response has been made by the close of business on the fourteenth (14th) calendar day to the appropriate Administrator, all recall and seniority rights will cease.
- (ii). An employee must have the ability to return to work on the fifteenth (15th) workday from the postmarked date on the notice of recall. If an employee is unable to return to work on the fifteenth (15th) day for health reasons, a certificate of personal health reasons must be provided by a physician for the employee in order for the employee to remain on the recall list. If an employee is unable to report to work because of health reasons, the employee's name shall be placed in order of seniority on the recall list.
- (iii). Copies of all recall notices shall be sent to the Local Union President for information purposes only.
- (iv). Provisions of this article shall be used when there are cutbacks in personnel hours in the Library, which exceed 25 hours per week, but may not exceed nine (9) pay periods in any six (6) months. During such a cutback, the Library will not hire any new employee to perform the duties of any employee whose hours have been reduced in such a cutback of personnel hours of 25 hours per week or less.

Bumping Order Group 1

Librarian	may bump
Specialist-Curator	may bump
Library Associate	may bump
Library Technical Assistant	may bump
Clerk - Specialist	may bump
Clerk	may bump
Pages	may only bump less senior Pages

Group 2

Custodian II	may bump
Custodian I	may bump
Pages	may only bump less senior Pages

ARTICLE 12

Hours of Work

1. Except as otherwise provided herein, the normal work week for regular full-time employees shall be forty (40) hours of work commencing on Sunday as the first day of the work week. Full-time employees may be scheduled to work a forty (40) hour week spread over five (5) days. However, the Director may find extenuating circumstances that require the workweek spread over six (6) days. Regular part-time employees are scheduled a regular number of hours per week which amounts to twenty (20) or more hours, but less than forty (40) hours and scheduled a minimum of three (3) hours per shift for those days contracted and are normally scheduled no more than five (5) consecutive days except for extenuating circumstances. Variable hour part-time employees are scheduled variable hours but less than twenty (20) per week.
2. The Library may establish starting times for individuals or departments, and may change starting times, hours of work, and work schedules for individuals or departments. Affected employees will be notified of such changes as far in advance as is reasonably possible. Work schedules may be changed by the Library from time to time as required to satisfy staffing needs to best serve the public.
3. The following provisions shall apply to employees working a schedule, which includes a Sunday:

A. Rate of Pay

1. Full time and Regular part time Employees hired after 1/1/1999 and all variable hour part time employees shall be compensated at their regular rate of pay for Sunday work.

2. Full time and Regular Part Time Employees hired before 1/1/1999 shall be compensated at the following rates of pay for Sunday work, taken as either pay or compensatory time, as elected by the employee prior to the Sunday work:

(a) Regular part-time employees: time and one-half their regular rate of pay;

(b) Full-time employees: time and three-quarters their regular rate of pay.

B. Sunday Assignment. The Library will schedule employees for Sunday work in accordance with the following process:

1. The Library may schedule Full Time and Regular Part Time employees hired after 1/1/1999 and all variable hour part time employees for Sunday work. Variable hour part-time employees will be scheduled Sunday hours as part of their regularly scheduled work assignment. Regular part-time and full-time employees will be scheduled for Sunday work assignment on either a temporary or permanent basis as part of their normal work week.

2. If the Library determines that the Sunday staffing requirement is not being satisfied by use of Section B.1, above, the Library may offer Sunday hours to regular part-time and full-time employees hired before 1/1/1999. The hours shall be offered on a rotating basis based on seniority and acceptance of the assignment.

3. Bargaining unit employees shall not be required to work outside their department for Sunday work.

C. The provisions of Article 11, Section 4 through 9 inclusive shall not apply to Sunday work.

4. During training, the hours worked by variable hour part-time employees shall not be counted toward the twenty-hour threshold required for regular part-time status. The training period shall not exceed 30 calendar days.

5. Staff Development Programs.

- A. In the event that the library or other agency presents a staff training program, either on site or at a different location, the Director will determine the number of staff permitted to attend. During such event, any hours worked by variable hour part-time employees who are assigned to either attend the event, or assist in serving the public during the event, shall not be counted toward the twenty-hour threshold required for regular part-time status.
- B. Voluntary attendance at scheduled one (1) hour staff meetings will be exempt from Article 12 Section 1 (e.g. attendance shall not be considered a workday, three hour minimum does not apply, etc.). If the staff meeting does not fall within a regular full-time or regular part-time employee's regularly scheduled workday, one (1) hour of non-cumulative compensatory time will be granted that employee. Compensatory time must be taken during the pay period that the meeting falls within, and at the Library's convenience. For purposes of this section, Article 14, Section 3C. does not apply. Variable hour part-time employees will be paid for their attendance.

6. Time Allowances

- A. Meal time allowances
 - 1. Meal allowance of one half (1/2) hour, with pay, must be taken by all bargaining unit members scheduled to work an eight (8) hour day. Employees may not expand their meal allowance with unpaid time without prior express authorization from management.
 - 2. Meal periods shall be scheduled by the Supervisor and may not be taken during either the first or last hour of an employee's assigned shift without prior express authorization from management.
- B. Rest periods
 - 1. Each bargaining unit member shall be granted a 15-minute rest period for each four (4) consecutive hours worked. However, an employee working a three (3) hour shift shall be granted a 15-minute rest period.
 - 2. It is understood that a rest period should be taken only when it will not jeopardize service to the public.

3. Rest periods may not be taken during either the first or last hour of an employee's assigned shift without prior express authorization from management.
4. Rest periods may not be used to extend lunch or supper hours or for late arrival or early departure.
7. Emergency Closings. Closings of the Library due to abnormal conditions will be at the discretion of the Director or designee. Employees shall be compensated for all hours they were regularly scheduled to work, for all or part of a day when the location at which they work is closed.
8. Professional Meetings and Travel
 - A. If the Library's Director approves a bargaining unit member's attendance at a professional meeting the Library may pay the employee's transportation, approved meals, or registration fees. For approved full day meetings farther than 150 miles one way, living expenses shall also be paid by the Library. An employee's expenses will be paid by the Library only if approved in writing in advance of the meeting.
 - B. Mileage, at the established I.R.S. rate as of January 1 of each year, shall be paid to employees requested to use their personal vehicles for Library business.

ARTICLE 13

Staffing

In the exercise of its management right to schedule staff, the Library will adhere to the following procedures in meeting certain staffing requirements:

1. Temporary Transfer
 - A. If the Library determines that there is a short-term staffing need but does not wish to increase the aggregate hours worked by bargaining unit employees, (such as for an employee's short-term leave of absence or to staff a short-term project within a department), it shall have the right to temporarily transfer bargaining unit employees from one department or classification to another within their regularly scheduled weekly hours.
 - B. If an employee is asked by the Director or designee to do work normally done by a unit member in a higher classification, the employee will receive his/her regular rate of pay during the first three (3) working days of the transfer.

- C. For the duration of the transfer, the employee shall receive a pay increase of five (5) percent or the entry level for the temporary classification, whichever is greater.
 - D. Temporary transfers of twenty (20) or more hours per week, not replacing an employee on leave and that still exist after a lapse time of two (2) months, shall become a permanent position and shall be posted and bid pursuant to this Article 9.
 - E. An employee filling in temporarily for an employee in an excluded position shall, after the first three days of the assignment, receive a five percent (5%) increase on their regular hourly wage at their step level. If an employee is retained, for said assignment, beyond twenty-eight (28) weeks, the employee shall receive an additional twenty percent (20%) increase for so long as the employee remains in the temporary assignment.
2. Temporary Increase in Hours. The Library may offer a temporary increase in hours to a regular part-time or variable hour part-time employee to meet a temporary staffing need that is expected to exceed five (5) working days. Such employees shall receive their regular rate of compensation for such a temporary increase in hours. Regular part-time employees shall accrue only sick leave and seniority benefits for such a temporary increase in hours worked. The Library will attempt to offer such a temporary increase in hours to all qualified employees on a rotating basis.
3. Additional Hours. When the Library determines that there is a short-term (i.e. not expected to exceed five (5) working days) need for coverage in a department (e.g. when an employee calls off sick), the Library may decide to offer additional hours (i.e. beyond the employee's regularly weekly schedule) to other employees. An employee working additional hours will receive pay at his/her regular rate. Upon the employee's request, the Library may, in its discretion, provide the employee with compensatory time for all additional hours worked. Consistent with the need to timely fill the schedule with a qualified employee, if the Library offers the additional hours to bargaining unit employees, it will make a good faith effort to offer the additional hours in the following sequence:
- a. Regular part-time employees in the department;
 - b. Variable hour part-time employees in the department;
 - c. Regular full-time employees in the department;
 - d. Regular part-time employees outside the department;
 - e. Variable hour part-time employees outside the department;
 - f. Regular full-time employees outside the department.

ARTICLE 14

Overtime

1. Overtime occurs when an employee is asked by the Director or designee to work additional hours over his/her regular weekly schedule.
 - A. Any employee who is in work status of over forty (40) hours per week shall make an election as to whether the employee wishes to receive wages or compensatory (comp) time, prior to accepting the overtime; both are to be computed at the rate of time and one-half, for all hours worked over forty hours.
 - B. For the purpose of computing overtime, paid holidays shall be counted as "hours in work status"; all other hours must be hours actually worked.
 - C. Overtime/comp time may be earned in ¼ hour segments only.
2. Any employee who, having completed his regularly scheduled hours for the day, is called back to the work site by the Director or designee shall be guaranteed a minimum of two (2) hours at time and one-half.
3. Compensatory (Comp) Time
 - A. If comp time is elected in lieu of receiving paid overtime, the comp time shall be calculated at either straight time or time and one-half based on whether the employee is in work status for over forty (40) hours that week.
 - B. If comp time is elected, the employee may arrange with his/her supervisor to use such time within the next six months. Compensatory time must be scheduled in such a way that it does not unduly disrupt the Library's operations or delivery of services to its patrons.
 - C. If comp time is not used within the next six (6) month period, using the "first in, first out" method, it will be scheduled by the employer within the next working month.
 - D. If comp time is not scheduled off within the next working month, it will be paid.
 - E. Minus time is used to deplete previously earned comp time only, and may be used in ¼ hour segments.

- F. All comp time earned and minus time used, must be clearly noted on the employee's time card.
 - G. Comp time may be used in conjunction with vacation time, but it should be used before vacation time.
 - H. Employees may accumulate compensatory time to a maximum of (20) twenty hours.
4. Variable hour part-time employees shall be paid for their actual hours worked, in ¼ hour segments, and are not permitted to earn comp time.

ARTICLE 15

Discipline

An employee may appeal any disciplinary action through the grievance procedure, except as provided for in Article 10, Probation, Section 2. Copies of any disciplinary notice shall be furnished to the employee and to the Local Union President. Any employee, upon request, shall be entitled to representation at all meetings where other disciplinary action may occur. An employee has the right to a written rebuttal to all derogatory material placed in the employee's personnel record. All discipline shall be for just cause.

ARTICLE 16

Leaves

1. Sick Leave

A. General Provisions

1. All regular full-time and regular part-time employees are entitled to accrue paid sick leave of up to fifteen (15) days per year at the rate of 4.615 hours for every 80 hours worked.
2. Regular full-time and regular part-time employees filling temporary or substitute hours shall accrue sick leave on such temporary or substitute hours.
3. For absences of more than three (3) consecutive workdays, before the employee is paid sick time, a physician's certificate may be required, at the discretion of the Library, certifying the absence. An employee may also be required to submit a doctor's certificate, at the discretion of the Library, before sick time is paid if there is an abuse of sick leave. If sick leave absences for which physicians' certificates have not been obtained total more than six

(6) incidents in any consecutive six (6) month period there is a presumption of sick leave abuse and a physician's certificate may be required, at the discretion of the Library and upon written notice to the employee, for the seventh sick leave incident and all succeeding sick leave incidents within that six (6) month period.

4. The maximum number of sick leave days that may be accumulated is 175.

5. Variable hour part-time employees are not entitled to paid sick leave.

6. If an employee uses sick leave under circumstances that qualify under the Family and Medical Leave Act, sick leave shall run concurrently with Family Medical Leave.

B. Specific Provisions

1. Sick leave may be used for personal illness, or injury, illness, or death in the immediate family, which includes parents, spouse, child, brother, sister, in-laws and step family of the same degree of relationship, or someone living in the household as a member of the family.

2. Three (3) days accumulated sick leave may be used to extend funeral leave upon the death of members of the immediate family. Additional use of sick leave for this purpose shall be at the discretion of the Director.

2. Funeral Leave

A. Paid funeral leave of up to five (5) days will be granted to a regular full-time or regular part-time employee upon the death of a husband, wife, father, mother, son or daughter, including a person who is a current step-father, step-mother, step-son or step-daughter.

B. Paid funeral leave of up to three (3) days will be granted to a regular full-time or regular part-time employee upon the death of a brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, grandchild, sister-in-law, son-in-law, daughter-in-law, step-brother, step-sister, or other member of the immediate household, provided the employee, upon request, submits proof of the death, relationship, and attendance at the funeral.

C. Paid funeral leave of one (1) day may be granted to a regular full-time or regular part-time employee upon the death of a aunt, uncle,

or cousin, provided the employee, upon request, submits proof of the death, relationship, and attendance at the funeral.

- D. Funeral leave of four (4) hours may be granted out of sick leave for attendance at funerals of other than the immediate family, as listed above. Any additional hours will be at the discretion of the Director.
- E. A variable hour part-time employee will be granted up to five consecutive days off work upon the death of the employee's spouse, child, parent, brother, sister or step family of the same degree. Such employee will be paid for all hours he/she was actually scheduled to work during such five-day period, subject to a maximum paid leave of nine (9) hours. Unpaid leave with the opportunity to make up hours lost will be granted for all other funeral leave.

3. Special Leave

- A. Each member of the bargaining unit shall be entitled to three (3) days of special leave each year, without pay, to conduct personal business which cannot be attended to except during the employee's scheduled working hours.
- B. It is agreed that special leave days shall not be used for rest, recreation, nor seeking or engaging in gainful employment, nor travel associated with these activities.
- C. No more than ten percent (10%) of the bargaining unit shall be absent on special leave on the same day. Special circumstances may be considered by the Director for waiving the restriction on the number of members who may be absent on the same day.
- D. No later than forty-eight (48) hours prior to taking special leave, the member shall notify the Director on the form provided for special leave. In the event of an emergency, the 48-hour requirement shall be waived. Notice of intended absence shall be given to the Director as early as possible.

INTENT TO USE SPECIAL LEAVE

I shall be absent on special leave on ----(Date)---- for reason(s), which I certify to be in accordance with the special leave provision of the currently effective negotiated agreement.

(Signature)

4. Physical Assault Leave

- A. A bargaining unit member who is unable to perform his/her duties due to physical disability resulting from an assault, which occurs in the course of employment, shall receive paid assault leave.
- B. Assault leave shall be granted for a period not to exceed forty-five (45) workdays upon the employee delivering to the Clerk-Treasurer a signed statement on approved forms within five (5) working days following the assault. If the disability still exists the victim of the assault may petition the Library to extend the paid assault leave.
- C. Such statements will indicate the nature of the injury; the date of its occurrence; the identity of the individual(s), if available, causing the assault; the facts surrounding the assault; and the willingness of the employee to participate and cooperate with the Library in pursuing legal action against the assailant(s). The employee shall supply a certificate from a licensed physician stating the nature of the disability and the estimated length of time it will render the victim unable to perform his/her duties.

5. Extended Travel Time Leave

- A. Any extended travel time is granted without pay at the discretion of the Director.
- B. Extended travel time must be used in conjunction with the regular full-time or regular part-time employee's regular vacation allowance.
- C. Leave will not exceed one week, unless approved by the Department Head and the Director.

6. Jury Duty Leave

- A. An employee called for jury duty should notify the Director and provide a copy of the notice for jury service.
- B. An employee called for jury duty shall receive his or her regular compensation while serving on jury duty. While serving on jury duty, an employee will work all of his/her regularly scheduled hours that do not conflict with required jury duty service.

7. Illness or Disability Leave

- A. 1. Any member who is unable to perform the duties of his/her position because of personal illness or other disability, shall be granted a leave of absence without pay for up to one (1) year, with reinstatement rights equivalent to those provided under the Family Medical Leave Act. Any Family and Medical Leave Act leave that an employee is granted shall run concurrently.
2. An employee may return before the end of the leave period, subject to the provisions of Section 12A of this Article. To accommodate the employee's return to work, the Library may displace without notice the employee who has been working in the position of the employee on leave.
- B. Such leave may be renewed for up to one (1) additional year provided there is medical necessity for such.

8. Parenthood Leave

A. General Provisions

1. All employees are entitled to parenthood leave without pay, as provided in the Family and Medical Leave Act. Any Family and Medical Leave Act leave that an employee is granted shall run concurrently.
2. Maximum unpaid leave that will be granted is twenty-six (26) weeks.
3. Sick, vacation, or holiday leave is not accrued during an unpaid leave of thirty (30) days or more.
4. An employee may return before the end of the leave period, provided a written medical release is received from the employee's physician.
5. An employee may use sick leave or vacation leave as part of the 26-week period but shall not use sick leave or vacation leave to extend the 26-week period.

B. Specific Provision

1. Parenthood leave may be used for:
- (a) Personal pregnancy recovery, after the birth of a child.

- (b) Personal illness during a pregnancy.
- (c) Care of spouse and child after birth of a child.
- (d) Care of an adopted child and/or court recognized child

C. In the event of early termination of pregnancy or death of the child, the member may be granted an unpaid parenthood leave up to thirty (30) days, upon prior approval of the Director.

9. Educational Leave

- A. An applicant must be a regular full-time or regular part-time employee who has worked at least one year for the Library at the time of application for this unpaid leave.
- B. Leaves will not exceed one year in length unless approved by the Library.

10. Military Leave

- A. The Library will continue to comply with all applicable federal or state statutes or regulations relating to the employment rights of employees on military service.
- B. An employee must provide the Library with notice of any military obligation as far in advance as possible.

11. Application for Leave

- A. Written applications for leave shall be made thirty (30) days prior to the time the leave is to begin, when possible, except for parenthood leave which may be taken at the member's discretion.
- B. Whenever possible, an application for renewal or extension of a leave of absence shall be made at least thirty (30) days prior to the scheduled return to the employee's work assignment.

12. Reinstatements or Early Termination

- A. Application for reinstatement or termination of a leave of absence before its expiration date shall be made in writing by the member to the Director and accompanied by a statement from the attending physician, if applicable, permitting a return to duty. This request must be made as far as possible in advance of the member's return to duty. If the unpaid leave is for other than an unpaid illness or disability leave, the Library shall have a reasonable period of time

not to exceed fourteen (14) calendar days to restore the employee to the work schedule.

- B. A member's seniority shall continue for the entire paid leave period. A leave of absence without pay shall not affect accrued seniority. Seniority shall continue to accrue for all unpaid leaves, except educational leaves. Employees on educational leave shall not accrue additional seniority after sixty (60) calendar days. A member on approved leave shall be entitled to return to his/her former classification with full rights and privileges at the conclusion of a paid leave or during the first thirty (30) days of an unpaid leave. Employees returning from an unpaid leave of more than thirty (30) days will be reinstated to their former position if it is still vacant or to an equivalent position where their seniority will hold, if the former position is filled. If no equivalent positions are available based on seniority, the employee shall be assigned to the next lower classification, where his/her seniority will hold.
- C. Failure to return to duty at the end of a leave period shall exhaust seniority/recall rights.

13. Benefits for Employees on Approved Leave Without Pay

- A. Members on approved leave without pay shall continue to receive normal benefits coverage for the remainder of the month in which the leave begins.
- B. All insurance coverage shall be continued for employees on leave, at a group rate, when the full premium for such coverage is made by the employee to the Clerk-Treasurer's office at the beginning of each month of the leave. Continuation of coverage as specified in this section is contingent upon availability of coverage and thus shall be available only to the employee if it is available to the Library.
- C. During the approved unpaid leave of thirty (30) days or more, the employee will not accrue vacation, sick, or holiday time.

ARTICLE 17

Holidays

- 1. The Library is closed on the following days, which are recognized as paid holidays for regular full-time and regular part-time employees:

New Year's Day	January 1 st
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

2. Three (3) additional paid holidays per year will be floating holidays. All non-probationary regular full-time and regular part-time employees must take these holidays between January 1 and December 31 of each year. Probationary employees are not entitled to floating holidays.
3. The Library will close at 6:00 p.m. on December 31, New Year's Eve and Thanksgiving Eve.
4. All holidays will be paid based on one-fifth of an employee's regularly scheduled workweek and at straight time.
5. All floating holidays are scheduled based on the staffing needs of the Library and must be approved by the Department Head and cleared by the Director.
6. When a holiday falls within a regular full-time or regular part-time employee's approved vacation period and he/she is absent from work during his/her regularly scheduled workweek because of such vacation, he/she shall be paid for such holiday.
7. When a recognized holiday falls on a Sunday or on a day when the Library is closed, the Board of Trustees shall determine what day the Library shall be closed for that holiday.
8. Variable hour part-time employees are not entitled to holiday pay or to compensatory time for holiday work.

ARTICLE 18

Vacation

1. Master's Degree Librarians, who are filling a Librarian Classification Position on a regular full-time or regular part-time basis, and who have completed one year of service are entitled to 22 working days (four weeks plus two days) of paid vacation.
2. Other regular full-time and regular part-time employees who have completed one year of service time are entitled to 10 working days (two

weeks) of paid vacation; plus one additional day, up to 12 additional days, for each year after the fifth vacation year.

3. Vacation time is accrued each pay period. A vacation day is based on 1/5 of each benefits-eligible employee's regularly scheduled workweek.
4. Vacation time is accumulated on the anniversary of each eligible employee's service date. Employees with less than one (1) year of service time are not eligible for paid vacation time.
5. After the first year of service, regular full-time and regular part-time employees who voluntarily separate from employment prior to their service date will be paid for all unused accumulated and accrued vacation time.
6. Vacation time is prorated for any eligible employee who advances to a higher vacation allowance, or reduces hours to a lower allowance during the service year. Prorated means to divide, assess, or distribute proportionally.
7. Vacation carry over
 - A. Vacation time may be carried over from one service year to the next, to a maximum of fifteen (15) days.
 - B. An employee accumulating in excess of fifteen (15) days vacation on his/her anniversary date will lose all accrued vacation time in excess of fifteen (15) days.
8. Service time is defined as the initial date of hire minus any days, in excess of sixty (60), taken for education leave.
9. All vacation time is scheduled based on the staffing needs of the Library and must be approved by the Department Head and cleared by the Director.
10. Vacation time may be taken in whole hour segments.
11. Variable hour part-time employees are not entitled to paid vacation leave, but may request up to 2 weeks unpaid leave, with the Director's approval.
12. Probationary employees and those who have not completed one (1) year of service may request an unpaid vacation leave of no more than one week.

ARTICLE 19

Insurance

1. Existing levels of health care coverage will be maintained. The Board shall select the carrier.
2. All regular full-time and regular part-time employees working 25 hours or more per week are eligible to participate in coverage. The Library shall share in the cost of coverage for those employees working 30 or more hours per week by paying 80% of the cost for the single employees' coverage. The employees' share of the cost will be made through payroll deductions.
3. Regular full-time and regular part-time employees who participate in partial paid health insurance coverage may provide additional coverage for dependents, at their own expense, through payroll deductions.
4. A reduction of employees' hours to below 30 hours per week shall result in forfeiture of the Library paid share. A reduction of employee's hours to below 25 hours per week shall result in forfeiture of coverage.
5. Employees on an unpaid leave of absence must assume all insurance costs for the length of the leave as per Article 16 Leaves, Section 13.
6. Enrollment and other requirements shall be in accordance with the regulations of the insurance carrier.
7. The Board of Trustees reserves the right to change health insurance carriers.
8. The library will provide non-probationary regular full-time or regular part-time employees group term life insurance with accidental death and dismemberment coverage as follows: 20-29 hours weekly, \$10,000; 30-39 hours \$15,000; 40 hours \$20,000, with coverage paid at the Board's expense. The board shall select the carrier.

ARTICLE 20

Separation from Employment

1. Resignation
 - A. All employees should submit a letter of resignation to the Director at least two (2) weeks prior to leaving the Library.

2. Retirement/Severance

- A. Upon retirement or death, employees who have completed at least ten (10) years service time at the North Canton Public Library, will be paid 25% of their unused accumulated sick time, at their current rate of pay at retirement.
- B. As used in this article, "Retirement" means disability or service retirement under the Public Employees Retirement System of Ohio.

ARTICLE 21

Wages and Bonus

Wages

- 1.
 - A. Effective the beginning of the first pay period that commences after July 1, 2012, all bargaining unit employees shall receive a two percent (2.0%) increase in their hourly wage rate, as it existed on June 30, 2012.
 - B. Effective the beginning of the first pay period that commences on or after July 1, 2013, all bargaining unit employees shall receive an increase in their hourly rate equal to two percent (2.0%).
 - C. Effective the beginning of the first pay period that commences on or after July 1, 2014, all bargaining unit employees shall receive an increase in their hourly wage rate equal to two percent (2.0%).
 - D. As quickly as practicable following ratification of this Agreement by the Library and the Union, all bargaining unit employees employed as of the date of payment a one-time, lump sum bonus equal to one percent (1.0%) of the employee's annualized pay based on his/her rate of pay in effect prior to the across-the-board increased referenced in Section 1.A, above.
- 2.
 - A. All new employees shall be paid the entry rate for the classification to which they are assigned, as such rates are set forth below. However, the Library, at its discretion, may pay a new employee an hourly rate up to ten percent (10.0%) above the entry rate for his/her classification in recognition of related work experience.
 - B. Entry rates for each classification are as follows:

Pages	Applicable minimum wage (e.g. \$7.00 as of January 1, 2008)
Custodian I	8.07
Custodian II	11.04
Clerk	8.58
Clerk-Specialist	9.20
Library Technical Assistant	10.17
Library Associate	12.62
Specialist-Curator.	13.54
Librarian	14.10

3. Employees promoted to a new classification shall be paid the entry rate for the new classification or receive a three percent (3%) increase over their current rate, whichever is greater. The new pay rate shall take effect immediately.
4. An employee moving to a bargaining unit position from a supervisory position shall be placed in the appropriate classification for the position being taken. If the employee is returning to a bargaining unit classification previously held by that employee, he/she will receive the wage rate to which he/she would have been entitled had he/she never left the classification (i.e. the escalator principle). In all other cases, he/she shall be paid the wage rate mutually agreed upon between the Library and the Union.
5. Bonus
 - A. Each regular full-time and regular part-time employee who has completed the probationary period by December 31 shall be eligible to receive a year-end bonus. Management shall determine if a bonus shall be provided for any given year and the amount of bonus dollars available for regular full-time and regular part-time employees. Management's determination shall not be the subject of any grievance.
 - B. The President of the Local shall be advised of this dollar amount. Bonus dollars for each regular full-time and regular part-time employee shall be determined in the following manner:
 1. Divide the total hours in pay status excluding overtime and probationary hours (for eligible employees) into the total dollar amount of the bonus to determine the value of each hour in such pay status.
 2. Multiply the value of each hour times the number of hours in pay status excluding overtime and probationary hours for each eligible employee to determine the member's bonus.

Clerk-Treasurer shall present the Union with a list of regular full-time and regular part-time employees, and the bonus determination for each, within 10 days of the award.

3. Bonus checks shall be issued on the next available date by the payroll service scheduling and criteria.

ARTICLE 22

Retirement Contribution and IRS Tax Shelter

1. The Library agrees to pick-up (assume and pay) contributions to the Public Employees Retirement System (PERS) of Ohio on behalf of the individuals in the bargaining unit with the following terms and conditions:
 - A. For purposes of the salary schedule of this agreement, total annual wage or hourly wage for each employee shall be the wage otherwise payable under this agreement.
 - B. An employee's cash wage shall be equal to said employee's total wages per pay period, less the amount of the pick-up for said employee, and shall be payable, subject to applicable payroll deductions, to said employee. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Library.
 - C. The pick-up percentage shall apply uniformly to all employees.
 - D. No employee covered by this agreement shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
 - E. The pick-up shall apply to all compensation, including supplemental earnings.
 - F. For Federal and State tax purposes the W-2 shall show the total amount of compensation reduced by the pick-up amount. For PERS purposes the total amount of compensation shall not be reduced. For local tax purposes, the W-2 shall show the total amount of compensation prior to the reduction. The Library shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
2. Section 125 Premium Only Plan for Federal and State Tax purposes: any portion of premiums paid by an employee for health, dental, vision or

employer sponsored life insurance plans, shall be deducted prior to tax calculations.

ARTICLE 23

Strikes and Lockouts

The Library and the Union agree that during the period of this Agreement, or any extension thereof, there shall be no lockout, and the Union agrees that neither it nor its officers, agents, members, or employees, will directly or indirectly call, instigate, sanction, encourage, finance, engage, or assist in any strike, including a sympathy strike or refusal to cross any picket line, slowdown, work stoppage, picketing, except informational picketing on off duty hours, "call ins," or any failure to report to work or other interruption of or interference with the continuity of the operations of the Library, including its deliveries or suppliers.

It is agreed that, should any employee or group of employees violate this section, such employee or groups of employees shall be subject to discipline by the Library, subject to review under the grievance procedure.

Should any unauthorized strike, work stoppage, slowdown, or other interference with the Library's operations occur, upon notice provided to the Union, the Union shall notify striking bargaining unit members that said conduct is illegal and unauthorized.

ARTICLE 24

General Provisions

Volunteers

Volunteers may not be utilized to perform bargaining unit work in such a way as to cause a reduction in bargaining unit staffing levels or bargaining unit positions.

ARTICLE 25

Labor / Management Committee

The Library and the Union agree to maintain a Labor/Management Committee to increase communication and improve working relationships. The Committee will meet on a regular monthly basis. The Library will periodically arrange for training for the Committee to be provided by FMCS, SERB, or some time if such training is conducted during hours that conflict with their work schedule.

ARTICLE 26

Validity of Agreement

In the event that any provision or any part of a provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or by SERB, such decision shall not invalidate the entire Agreement. It is the express intent of the parties hereto that all provisions, or any part of the provisions, not so declared invalid shall remain in full force and effect.

The parties shall meet and negotiate in good faith for a lawful substitute provision as soon as possible after such decision.

ARTICLE 27

Terms of Agreement

This Agreement shall be effective July 1, 2012 through and including June 30, 2015 and shall be deemed renewed for consecutive terms of one (1) year unless either party requests in writing that negotiations be held, which request must be made in accordance with the provisions of the Negotiation Procedure in Article 4.

IN WITNESS WHEREOF, the parties have set their hands as of the 18th day of July, 2012.

BOARD OF TRUSTEES,
NORTH CANTON PUBLIC LIBRARY

By Ronald B. Luitant, President

By [Signature], Secretary

ON BEHALF OF THE
LIBRARY:

[Signature]
[Signature]
[Signature]
[Signature]

ON BEHALF OF THE
UNION:

[Signature]
[Signature]
[Signature]
[Signature]

GLOSSARY

This is a handy reference glossary with definitions of terms frequently used in employee relations. It is by no means an exhaustive list of these terms, but it will serve as a guide in understanding of some of the basic concepts. However, this glossary will not be used to determine a grievance issue and is for employee and management reference only. The body of the collective bargaining agreement shall take precedence over the glossary.

ADMINISTRATION: Refers to all persons collectively who are involved in supervising and evaluating personnel employed by the Board as defined by Ohio Law.

ASSOCIATION: Means Local 15 that is affiliated with the Ohio Association of Public School Employees (OAPSE).

ARBITRATION: A dispute settlement procedure that is utilized in settling grievances, which the parties cannot themselves resolve, and results in a final and binding decision.

BARGAINING AGENT: The formally designated organization, generally a labor-union, which represents employees seeking or having a collective bargaining agreement (contract) its rights and obligations are defined by various federal, state, and local laws.

BARGAINING UNIT: The group of employees, which a union represents for purposes of wages, hours, and terms and conditions of employment.

BOARD OF TRUSTEES: The body appointed to serve as the policymaking group.

BUMPING: During a reduction in force, the displacement by one employee of another with less seniority in a classification that they are qualified to perform.

CHECK OFF: Arrangement under which an employer deducts from pay of employees the amount of the union dues and assessments, and turns over the proceeds to the union. (See check off in the contract)

COLLECTIVE BARGAINING AGREEMENT OR CONTRACT: A formal written agreement over wages, hours and conditions of employment entered into between an employer and organizations or unions representing employees of the employer.

DISCHARGE: Permanent separation of employee from payroll by the employer.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION: A body to enforce employers to abide by laws dealing with hiring and employment practices.

FAIR LABOR STANDARDS ACT (FLSA): A federal law which now applies to employees of state and local political subdivisions. The law covers wages and hours of employment and establishes the minimum wage.

FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS): An independent government agency created to offer machinery for settlement of labor disputes.

FRINGE BENEFITS: Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are earned by an employee under his/her employment or union contract in addition to direct wages.

GOOD FAITH: Willingness to consider, propose, and make counter proposals in an effort to reach a mutually agreeable position. “Good faith” requires the participants in the negotiations to provide good and sufficient reasons to proposals and counter proposals.

GRIEVANCE: A complaint; an allegation by a member of the bargaining unit, group of bargaining unit members or OAPSE Local 15 that a collective bargaining contract has been violated, misinterpreted and/or misapplied.

GRIEVANCE PROCEDURE: Typically, a formal plan specified in a collective bargaining agreement, which provides for adjustment of grievances through discussions at progressively higher levels of authority in management, usually culminating in arbitration, if necessary.

ILLEGAL STRIKE: A strike in violation of Ohio’s collective bargaining law.

IMPASSE: A deadlock in negotiations. Impasse is reached when no further change of position by either negotiation team is taking place and agreement cannot be reached.

INTIMIDATION: Actual or implied threats to induce employees to refrain from joining or to join a labor organization.

JOB DESCRIPTION: A description of a position according to duties, responsibilities, and qualification requirements.

LAY-OFF/REDUCTION IN FORCE: The act of reducing a work force by laying off an employee, usually temporary.

LEAVE OF ABSENCE: Time off with or without loss of pay and/or seniority, and with the right to reinstatement. (See the contract for types of leaves and conditions)

MAKE WHOLE: As used in law and in an arbitration award or government agency ruling reinstating a discharged employee, an order to the employer to pay the worker all wages lost dating from the date of the firing or loss of wages and benefits, minus what he/she may have earned elsewhere meanwhile.

MANAGEMENT RIGHTS CLAUSE: Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration; implementation of management prerogatives.

MEDIATION: A procedure for resolving impasse in negotiations.

NEGOTIATE: To confer, discuss, propose, consider, and make counter proposals in “good faith” in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives with the authority to negotiate. Final approval of any negotiated item shall be by action of the Association and official adoption of the Trustees.

NO LOCK OUT CLAUSE: Contract clause barring an employer from locking out the employees during the term of the agreement.

NO-STRIKE CLAUSE: Contract clause barring a strike action during the term of the agreement.

PROBATIONARY PERIOD: Trial period which is regarded as a final and highly significant stop in the examining process. It provides the final and indispensable test, that of actual performance on the job, which no preliminary testing methods can approach in validity. It is this stage that the probationary employee may be released without undue formality or right to appeal.

PROPOSAL: Refers to the proposed contract language on any given agenda item to be negotiated.

RECALL: Return to work of laid-off workers, usually on seniority basis.

REPRIMAND: A formal letter or document of official censure. It is disciplinary action less severe than discharge, but could lead to discharge.

SENIORITY: Length of service with an employer as defined by the collective bargaining agreement.

SEVERANCE BENEFITS OR RIGHTS: Payment on retirement with PERS or death rights accruing to an employee on leaving employment, varying according to contractually negotiated conditions.

SOLE AND EXCLUSIVE REPRESENTATIVE: The exclusive representative recognized under Ohio law who shall represent members of the bargaining unit regardless of their race, religion, color, creed, national origin, sex, age, or marital status.

SUSPENSION: For disciplinary purposes, placing an employee in non-pay, non-duty status.

UNFAIR LABOR PRACTICE: An employer or union action forbidden by Ohio's collective bargaining law.

VACATION PAY: Pay for a specified period of leave, usually connected to length of service.

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