



AGREEMENT BETWEEN

MEDINA COUNTY DISTRICT LIBRARY

12-MED-07-0668
2733-01
K29633
08/07/2013

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,

DISTRICT 1199 WV/KY/OH, the Health Care and Social

Service Union, CTW, CLC

October 01, 2012 – September 30, 2015

DATED 10/01/2012

TABLE OF CONTENTS

ARTICLE I – PURPOSE.....1
 Section 1: Parties to Agreement.....1
 Section 2: Intent of Agreement.....1

ARTICLE II – RECOGNITION.....1
 Section 1: Recognition Defined.....1
 Section 2: Scope of Bargaining Unit1

ARTICLE III – MANAGEMENT RIGHTS.....2

ARTICLE IV – RIGHTS OF INDIVIDUALS.....2
 Section 1: Participation/Non-participation.....2
 Section 2: Personnel Files.....2
 Section 3: Business Day Defined.....3

ARTICLE V – RIGHTS OF THE UNION.....3
 Section 1: Bulletin Board.....3
 Section 2: Release Time.....3
 Section 3: Union Dues and Service Fees.....4
 Section 4: Seniority List.....5
 Section 5: New Position.....6
 Section 6: Union Leave.....6
 Section 7: COPE/PAC Checkoff.....6

ARTICLE VI – BARGAINING UNIT WORK.....7

ARTICLE VII – PROHIBITION OF STRIKES AND LOCKOUTS.....7
 Section 1: Lockout.....7
 Section 2: Interruption of Operations.....7
 Section 3: Illegal Work Stoppage.....7
 Section 4: Cooperation for Continuing Operations.....7
 Section 5: Disciplinary Action.....8

ARTICLE VIII – SENIORITY.....8
 Section 1: Definitions and Computations of Seniority.....8
 Section 2: Termination of Employment Rights.....8
 Section 3: Non-Bargaining Unit Time.....9
 Section 4: Written Notice.....9
 Section 5: Temporary Assignment.....9

| | |
|--|----|
| ARTICLE IX – LAYOFF..... | 10 |
| Section 1: Order of Layoff..... | 10 |
| Section 2: Bumping Rights..... | 10 |
| Section 3: Recall..... | 11 |
| ARTICLE X – PROBATIONARY PERIOD..... | 13 |
| ARTICLE XI – JOB CHANGES AND POSTING..... | 13 |
| Section 1: Job Posting..... | 13 |
| Section 2: Qualifications..... | 13 |
| Section 3: Promotion..... | 13 |
| Section 4: Bidding Prohibition Period..... | 14 |
| Section 5: Qualifying Period..... | 14 |
| Section 6: Notification of Denial..... | 14 |
| Section 7: Subsequent Vacancy..... | 15 |
| Section 8: Temporary Transfers..... | 15 |
| Section 9: Required Posting Defined..... | 15 |
| ARTICLE XII – SUBSTITUTES..... | 16 |
| Section 1: Substitute Policy..... | 16 |
| Section 2: Substitute List..... | 16 |
| Section 3: Order of the List..... | 16 |
| Section 4: Sunday Substitutes..... | 16 |
| Section 5: Job Changes and Substitute Eligibility..... | 17 |
| Section 6: Contact Process..... | 17 |
| Section 7: No Shows..... | 17 |
| ARTICLE XIII – SCHEDULING AND OVERTIME..... | 17 |
| Section 1: Scheduling..... | 17 |
| Section 2: Meal Period and Break Time..... | 18 |
| Section 3: Overtime and Premium Compensation..... | 18 |
| Section 4: Sunday Hours..... | 18 |
| Section 5: Job Changes and Sunday Eligibility..... | 19 |
| Section 6: Meetings..... | 20 |
| Section 7: Maintenance & Technology Employees..... | 20 |
| Section 8: Special Events..... | 21 |
| ARTICLE XIV – VACATIONS AND HOLIDAYS..... | 21 |
| Section 1: Vacations for Full-Time Employees..... | 21 |
| Section 2: Vacations for Part-Time Employees..... | 22 |
| Section 3: General..... | 22 |
| Section 4: Conversion of Vacation Leave to Sick Leave..... | 24 |
| Section 5: Holidays..... | 25 |
| Section 6: Personal Days..... | 26 |

| | |
|---|----|
| ARTICLE XV – LEAVES..... | 27 |
| Section 1: Sick Leave..... | 27 |
| Section 2: Sick Bank..... | 28 |
| Section 3: FMLA Leave..... | 28 |
| Section 4: Medical Leave of Absence..... | 29 |
| Section 5: Parental Leave of Absence..... | 30 |
| Section 6: Personal Leave of Absence..... | 31 |
| Section 7: Military Leave..... | 33 |
| Section 8: Funeral Leave..... | 33 |
| Section 9: Jury Duty..... | 33 |
| Section 10: Educational Leave of Absence..... | 33 |
| ARTICLE XVI - GRIEVANCE PROCEDURE..... | 34 |
| Section 1: Definitions..... | 34 |
| Section 2: Initiation of Grievance and Steps..... | 35 |
| Section 3: Mediation..... | 35 |
| Section 4: Arbitration..... | 36 |
| Section 5: General Conditions..... | 36 |
| ARTICLE XVII – MISCELLANEOUS..... | 37 |
| Section 1: Discipline..... | 37 |
| Section 2: Uniforms | 37 |
| ARTICLE XVIII – LIBRARY CLOSINGS..... | 37 |
| Section 1: General..... | 37 |
| Section 2: Inclement Weather..... | 37 |
| Section 3: Planned Short-Term Closing..... | 38 |
| Section 4: Unplanned Short-Term Closing..... | 38 |
| Section 5: Planned Long -Term Closing..... | 39 |
| Section 6: Unplanned Long-Term Closing..... | 39 |
| Section 7: Reassignments..... | 40 |
| ARTICLE XIX – EMPLOYEE BENEFITS..... | 41 |
| Section 1: Health Insurance..... | 41 |
| Section 2: Premium Plan..... | 42 |
| Section 3: Benefit Options..... | 42 |
| Section 4: Explanation of Benefits..... | 43 |
| Section 5: Employee Assistance Plan..... | 43 |
| Section 6: Special Insurance Programs | 44 |
| Section 7: Dental and Vision Insurance..... | 44 |
| Section 8: Life Insurance..... | 44 |

| | |
|---|----|
| ARTICLE XX – WAGES..... | 44 |
| Section 1: Grade Placement..... | 44 |
| Section 2: Wages Defined..... | 45 |
| Section 3: Grade Change – Higher..... | 45 |
| Section 4: Grade Change – Lower..... | 45 |
| Section 5: Grade Change by Bumping..... | 45 |
| Section 6: Reclassification..... | 45 |
| Section 7: Longevity Bonus..... | 46 |
| Section 8: Commercial Driver's License..... | 46 |
| Section 9: Senior In Charge..... | 46 |
| Section 10: CDL Trainer..... | 46 |
| Section 11: Emergency Phone Stipend..... | 47 |
| | |
| ARTICLE XXI – LABOR MANAGEMENT COMMITTEE..... | 47 |
| ARTICLE XXII – PROFESSIONAL TRAINING AND DEVELOPMENT..... | 48 |
| ARTICLE XXIII – ENTIRE AGREEMENT..... | 48 |
| ARTICLE XXIV – WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT..... | 48 |
| ARTICLE XXV – NEGOTIATION AND DISPUTE RESOLUTION PROCEDURES... | 49 |
| Section 1: Dispute Settlement Procedures..... | 49 |
| Section 2: Tentative Agreement..... | 49 |
| Section 3: Federal Mediation..... | 49 |
| Section 4: Unresolvable Differences..... | 49 |
| ARTICLE XXVI – TERM OF AGREEMENT..... | 49 |
| ARTICLE XXVII – SUCCESSORS AND ASSIGNS..... | 50 |
| APPENDIX A – UNION GRADE CLASSIFICATION SYSTEM..... | 51 |
| APPENDIX B – UNION SALARY SCALE..... | 52 |
| APPENDIX C – LETTER OF AGREEMENT -- JOB DESCRIPTIONS REVIEW PROCESS..... | 53 |
| APPENDIX D – LETTER OF UNDERSTANDING -- VOLUNTEERS..... | 54 |
| APPENDIX E – LETTER OF AGREEMENT -- DRUG POLICY AND PROCEDURES..... | 55 |

APPENDIX F – LETTER OF AGREEMENT -- HEALTH AND WELLNESS
COMMITTEE..... 56

**AGREEMENT BETWEEN
MEDINA COUNTY DISTRICT LIBRARY**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199

ARTICLE I PURPOSE

Section 1: Parties to Agreement

This Agreement is entered into between Medina County District Library, hereinafter referred to as the "Library", and Service Employees International Union, District 1199, WV/KY/OH, The Health Care and Social Service Union, CTW, CLC, Medina County District Library Chapter, hereinafter collectively referred to as the "Union", and constitutes a binding agreement between the parties.

Section 2: Intent of Agreement

This Agreement sets forth the terms and conditions of employment for those Library employees covered by this Agreement and establishes an orderly procedure for the resolution of differences between the Library and such employees which arise under the terms and provisions thereof. The parties agree to maintain, encourage, and assure the dignity and mutual respect of all staff members of the Library.

ARTICLE II RECOGNITION

Section 1: Recognition Defined

The Library hereby recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit defined below. This recognition shall be for the purpose of bargaining about salaries, fringe benefits and terms and conditions of employment.

Section 2: Scope of Bargaining Unit

The bargaining unit shall consist of all employees of the Library employed on a full-time or part-time basis, excluding supervisory, managerial, confidential, janitorial and professional employees, and excluding seasonal, temporary and casual employees.

ARTICLE III MANAGEMENT RIGHTS
ARTICLE IV RIGHTS OF INDIVIDUALS

ARTICLE III MANAGEMENT RIGHTS

The Library retains all rights, functions and authority which it had prior to the signing of this Agreement except as to such rights, functions and authority as are otherwise herein expressly and specifically abridged, modified, affected or limited.

Without limiting the generality of the foregoing paragraph, the Library retains the sole and exclusive right to manage its operations and offices efficiently and economically, and to direct the work of its employees as it sees fit, including, but not limited to, the number, location or relocation of operations and offices and the work and jobs to be performed in such operations and offices; the scheduling and assignment of work; the transfer of work and employees to other locations; the creation and elimination of job classifications; the assignment of employees to work overtime; the means and methods of performing work; the determination as to the adequacy of the workforce; the requiring of employees to work outside of their job classifications; the right to discipline employees for just cause; the use and utilization of volunteers; and the right to hire, direct, promote, demote, transfer, layoff, suspend or discharge employees for just cause. Additionally, those management rights specifically set forth in Ohio Revised Code Section 4117.08 are hereby incorporated by reference. Such incorporation shall in no way be construed as limiting those rights above set forth or otherwise reserved unto the Library.

ARTICLE IV RIGHTS OF INDIVIDUALS

Section 1: Participation/Non-participation

There will be no reprisals of any kind, or threats thereof, taken by the Union or the Library against any employee by reason of her/his membership or nonmembership in the Union or participation or non participation in any of its activities.

Section 2: Personnel Files

Employees shall have access to their complete personnel file upon reasonable request, such file to be made available for inspection within one (1) business day after such request is made unless circumstances reasonably prevent the Library from complying with such one (1) business day requirement. Employees shall receive copies of any disciplinary materials to be placed in their personnel file and shall be given the right to reply to same, such reply to be kept in the employee's personnel

ARTICLE IV RIGHTS OF INDIVIDUALS
ARTICLE V RIGHTS OF THE UNION

file. Whenever possible, employees will view their personnel file during non-working time. When this is impossible, employees will arrange an appropriate time with their supervisor. In the event an employee's employment is terminated for disciplinary reasons, both the employee and the Union Executive Board Member shall be promptly notified of such action in writing.

Section 3: Business Day Defined

For purposes of this Agreement, a nonbusiness day is defined as a Saturday, Sunday, Holiday, or a furlough day (if applicable) on which the Library administrative offices are closed to the public. If any time limit ends on a nonbusiness day, then such time limit will be extended to the first following business day.

ARTICLE V RIGHTS OF THE UNION

Section 1: Bulletin Board

An adequate section of the bulletin board of each Library facility will be provided by the Library for use by the Union. Such bulletin boards shall be used only for duly authorized (a) Union meeting notices; (b) Union election notices; (c) notices of appointment to Union offices; (d) notices of Union social affairs; (e) notices of meetings under the grievance procedure; (f) a copy of the labor agreement. No notice may contain anything political, or controversial, or critical of the Library or the Board or any employee or other person.

Section 2: Release Time

Any employee may attend meetings of the Board of Trustees on her/his own time. The Union Executive Board Member or her/his designee shall be entitled to attend Board meetings conducted on paid Library time by utilizing release time. The Executive Board Member shall inform her/his supervisor reasonably in advance of her/his leaving work for such meetings.

A Union delegate or officer and the grievant shall be released from work to attend both the Step I and Step II grievance meetings described in ARTICLE XVI, Section 2, should such meetings take place during work hours.

The parties agree that the Union Executive Board Member or her/his representative shall be permitted to use up to twelve (12) hours quarterly of paid, non-cumulative release time for the conducting of Union business, provided, however, that she/he informs her/his supervisor at least one (1) week in advance of the proposed usage. Time paid for attendance at Board of Trustees' meetings shall be charged against the said twelve (12) hours of paid release time.

ARTICLE V RIGHTS OF THE UNION

The Union Executive Board Member shall be granted two (2) work days off without pay up to four (4) times per year to attend District 1199 Executive Board Meetings provided, however, that she/he informs her/his supervisor no later than fourteen (14) days prior to the scheduled meeting. Seniority will accrue for non-monetary benefits, such as layoff, job bidding, placement on substitute list, etc., but not for monetary benefits such as step increases, vacation accruals, benefit option amounts, etc.

Employees serving on the Union's Executive Council shall be permitted to use up to a total nine (9) hours per month of paid, non-cumulative release time to attend the Union Executive Council meetings, provided, however, that an employee using such time shall inform her/his supervisor of the allotted number of release hours approved by the Executive Board Member no later than fourteen (14) calendar days prior to the scheduled Union Executive Council meeting. The Executive Board Member shall inform the Human Resources Manager which employees shall receive release time and the approved number of release hours for each no later than fourteen (14) calendar days prior to the scheduled Union Executive Council meeting. No more than two (2) employees from the same department/small branch may attend Union Executive Council Meetings on release time.

The members of the Union negotiating team, not to exceed four (4) in number shall receive paid release time for all negotiating sessions with management, regardless of whether they are traditional or Interest Based bargaining, which are held during the work hours of team members. No more than two (2) employees from the same department/small branch may serve concurrently on the Union negotiating team.

Section 3: Union Dues and Service Fees

(a) The Library will deduct any initiation fees and dues levied in accordance with the Constitution and By-laws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individually signed authorization cards executed by the member for that purpose and bearing her/his signature.

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

(c) The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union for purposes of collective bargaining, contract enforcement and grievance resolution. For

ARTICLE V RIGHTS OF THE UNION

these services the Union may assess a service fee for nonmembers of the Union as provided in this section.

(d) All employees who are covered by this Agreement and who are not members of the Union and who have been employed by the Library for sixty (60) calendar days or more shall pay a service fee not greater than the dues paid by members of the Union, or a reduced service fee. A reduced service fee will be deducted by the Library upon notification by the Union. Said service fee shall be paid by payroll deduction as provided in this Section. The Union hereby agrees to make a good faith effort to fully comply with and satisfy all requirements established by the State Employment Relations Board and the Ohio and Federal courts with respect to the Union's service fee procedures.

(e) All authorized deductions and service fees will be made from the employee's pay on a regular biweekly basis. All deductions shall be transmitted to the Union no later than the fifteenth day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

(f) The Union shall indemnify and hold the Library and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Library for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Section.

(g) The Union Executive Board Member shall be notified, in writing, of all new bargaining unit hires with their name, date of hire, classification, grade, step, home address and phone number by the Human Resources Manager.

(h) If the service fee provision is held to be invalid, unconstitutional or unlawful by either legislative or by a decision from a court or agency of competent jurisdiction, the following maintenance of membership provision shall become effective on the thirtieth day following the Library's receipt of written notice from the Union of such illegality, provided such maintenance of membership provision is lawful under then-existing laws:

All bargaining unit members who are members of the Union on or after the effective day of this Agreement shall remain members of the Union unless they give written notice to the Union Executive Board Member during the period from April 1st to April 30th of any year of this Agreement of their desire to terminate such membership.

Section 4: Seniority List

The Library agrees that no later than March 1st of each year of this Agreement, it shall provide the Union with a list of bargaining unit employees by seniority, such list to include each employee's job title, wage grade and step, hiring

ARTICLE V RIGHTS OF THE UNION

date, and total seniority hours. The Union and any employee shall have thirty (30) calendar days from the date of receipt of such listing to challenge and/or question the seniority rankings reflected by the list. The Library shall promptly provide the Union and the employee with an explanation of the seniority ranking or correct same if found to be incorrect.

Section 5: New Position

Whenever the Library creates a new bargaining unit position, it shall immediately notify the Union in writing of same and shall provide a position description with respect thereto. Whenever the Library creates a new non-bargaining unit position, the Library agrees that it will provide the Union with a job description after same is approved by the Library's Board of Trustees.

Section 6: Union Leave

A bargaining unit employee may apply for an unpaid union leave to participate in non-MCDL chapter union activities upon presenting certification of activity at least seven (7) calendar days before the event. Such leave is to be granted at the sole discretion of the Library. The employee does not have to exhaust her/his paid leave balances before using this unpaid leave. Seniority will accrue for non-monetary benefits such as layoff, job bidding, placement on substitute list, etc., but not for monetary benefits such as vacation accruals, benefit option amounts, etc.

Section 7: COPE/PAC Checkoff

(a) The Library will deduct from the pay of employees any voluntary written, authorized contribution to the Union's Committee On Political Education/Political Action Committee (COPE/PAC) when a minimum of five (5) employees have authorized payroll deduction.

(b) The COPE/PAC deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deductions are made and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employees.

(c) On April 1, 2003, and on each April 1 thereafter, the Library will notify the Executive Board Member in writing if participation in COPE/PAC payroll deduction has fallen below five (5) employees. If such participation has fallen below five (5) employees, payroll deduction will continue until May 15 in order for the Union to restore participation to five (5) or more employees. If after May 15 participation is below five (5) employees, payroll deduction will cease until the next annual April 1 review date. COPE/PAC payroll deduction will be restored at that time if the Union provides the Library with a minimum of five (5) voluntary written check-off authorizations.

ARTICLE VI BARGAINING UNIT WORK
ARTICLE VII PROHIBITION OF STRIKES AND LOCKOUTS

ARTICLE VI BARGAINING UNIT WORK

Volunteers and employees who are not in the bargaining unit may not be utilized to perform bargaining unit work in such a way as to permanently cause a reduction in bargaining unit staffing levels or bargaining unit positions.

ARTICLE VII PROHIBITION OF STRIKES AND LOCKOUTS

Section 1: Lockout

The Library agrees that there will be no lockout during the life of this Collective Bargaining Agreement.

Section 2: Interruption of Operations

The Union agrees for itself, its agents, officials, representatives, officers and members that during the life of this Collective Bargaining Agreement, it will not, directly or indirectly, call a work stoppage or interfere with the Library's operations, deliveries and supplies whether the same be in connection with the dispute between the Union and the Library, between the Union or any other union, with any other employee, or between the Library and any other union or organization or group of individuals.

Section 3: Illegal Work Stoppage

In the case of an illegal work stoppage ("wildcat strike"), the sole responsibility of the Service Employees International Union and its District 1199 is to promptly use its best efforts to inform members of the bargaining unit that said strike is a wildcat strike by sending notices to the last known mailing address of each such member (a listing of such last known mailing addresses to be from time to time provided by the Library), such notice requesting that the employees cease such activity and return to work immediately.

Section 4: Cooperation for Continuing Operations

The Union, its agents, officials, representatives and officers shall at all times cooperate with the Library in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of this Article.

ARTICLE VII PROHIBITION OF STRIKES AND LOCKOUTS

ARTICLE VIII SENIORITY

Section 5: Disciplinary Action

Whoever violates Section 2 and 3 of this ARTICLE VII shall be subject to suspension or discharge as the Library, in its sole discretion, shall determine is appropriate. Such disciplinary action shall be subject to the grievance procedure and arbitrable, the only issue, however, being whether the individual is guilty of the violation charged.

ARTICLE VIII SENIORITY

Section 1: Definitions and Computations of Seniority

For purposes of layoff and promotions, the following interpretations of seniority are as follows:

(a) Full-time. Full-time shall mean a schedule of 37.5 hours weekly (or such other number of hours as the regular, full-time bargaining unit employees of the Library are generally required to work). Seniority for full-time employees will be counted as one year for each year (1,950 hours) compensated from the employee's last date of hire.

(b) Part-time. Part-time shall mean any schedule of less than the hours per week customarily worked by the Library's full-time employees. For purposes of computing seniority, part-time employees shall be credited with the total number of hours actually compensated per year. A full year of seniority will be the equivalent of 1,950 hours (or such other number of hours as the regular, full-time bargaining unit employees of the Library are generally required to work annually).

(c) For purposes of the agreement, the total number of compensated hours shall be understood to be:

1. actual hours worked
2. paid leave including vacation, sick, holiday, funeral, release time and jury
3. Sunday hours – both those worked and those taken as compensatory time
4. actual hours worked for those hours worked over 40 hours in one week

Section 2: Termination of Employment Rights

All employment rights of an employee shall be terminated when she/he:

- (a) Voluntarily resigns from the Library and is not rehired within a one (1) year period;
- (b) Is discharged for just cause;

ARTICLE VIII SENIORITY

(c) Is absent from work three (3) consecutive work days without reporting off unless such failure to report off is due to consequences beyond the control of the employee which prohibited the employee's ability to report off;

(d) Does not return to work within four (4) days after being sent certified mail by the Library advising the employee of a recall after a layoff;

(e) Is laid off active service with the Library for more than two (2) years.

(f) Overstays an approved leave of absence without the consent of the Library; or

(g) Accepts other employment when on an approved leave of absence without the written consent of the Library, such written consent not to be arbitrarily withheld.

Section 3: Non-Bargaining Unit Time

Time spent in non-bargaining unit positions, including but not limited to pages and substitutes, shall not be credited for seniority purposes. Any employee who leaves the bargaining unit, but remains an employee at the Library, and who subsequently returns to a bargaining unit position within one year, shall have her/his previous bargaining unit seniority reinstated.

Section 4: Written Notice

All new bargaining unit employees shall receive written notification of their status and the number of hours for which they are hired, at the time of hire.

Section 5: Temporary Assignment

When the Library deems it appropriate the Library may appoint an employee to direct the day-to-day activity/workflow of the branch/department in the absence of a supervisor. Such appointment may occur when it is deemed that the supervisor shall be absent for an extended period of time. The Temporary Assignment shall not exceed 6 months. Employees serving in such Temporary Assignments shall be compensated an amount equivalent to a minimum of an additional \$2.00 per hour.

ARTICLE IX LAYOFF

ARTICLE IX LAYOFF

In the event of a layoff, the following procedures will apply:

Section 1: Order of Layoff

When the Library determines that a reduction in the workforce is necessary, the Library shall first seek volunteers for a voluntary layoff or a voluntary reduction in hours. The Library shall then layoff probationary employees. If further reductions are required, layoffs shall be identified by job classification within a department in inverse order of an employee's system-wide seniority providing that the remaining employees have the ability and qualifications to immediately perform the required work. For purposes of this entire Agreement, the term "immediately qualified" means that the employee has the ability and qualifications as defined in the applicable position description and can immediately perform the required work satisfactorily, efficiently and effectively with normal orientation. An employee who has been promoted into a higher grade and is still in the qualifying period shall be deemed the least senior employee in that job title and has no bumping rights in that job title. However, that employee retains her/his seniority rights in her/his former job title. The Library will give no less than ten (10) business days advance written notification of the possibility of layoff to the employee or employees affected and to the Union Executive Board Member.

Section 2: Bumping Rights

A bargaining unit employee scheduled to be laid off may bump a less senior employee subject to the following conditions and requirements:

(a) An employee may first bump a less senior employee in the same job title. If no such bump is available, an employee may choose to bump to a different job title in the same salary grade or to a job title in a lower salary grade. An employee may choose to bump to a different job in a higher salary grade if such employee has previously held the job title with the library system. In such a case, the employee shall maintain the salary held at the lower grade so long as such salary falls within the salary range of the higher grade position, otherwise the employee shall receive the lowest rate of the higher grade. Such positions shall include only bargaining unit positions. To be eligible to bump in the manner herein before described, the employee must be immediately qualified to perform the duties and responsibilities of the position into which she/he desires to bump.

(b) A bumping employee may elect to bump into an available vacant position as determined by the Library, as that term is defined in ARTICLE XI, Section 1, rather than to bump a less senior employee, provided the bumping employee is immediately qualified to perform the duties and responsibilities of the position into which she/he desires to bump.

ARTICLE IX LAYOFF

(c) In the event of the reduction of hours in an employee's schedule, the employee retains the right to bump to a position they are qualified to perform with the same or less hours than the original schedule based on seniority.

(d) Any employee returning from an approved leave of absence who finds that her/his position is no longer available, and who, if FMLA eligible, is no longer protected under FMLA, retains the right to bump to a position they are qualified to perform with the same or less hours than the original position based upon seniority.

(e) Any employee who declines to exercise the right to bump, or who is unable to do so, shall be laid off.

(f) If an employee chooses to bump into a position that is in the same grade as her/his regular position, she/he shall receive the wages of her/his regular position. An employee bumping into a lower grade shall maintain the salary held at the higher grade so long as such salary falls within the salary range for such lower grade, otherwise the employee shall receive the top rate of the lower grade.

(g) An employee who chooses to bump into a full-time or part-time position shall receive the benefits and terms and conditions of employment of such position.

(h) The Executive Board Member and highest senior Executive Council Member of the Union (or equivalent positions) shall be deemed the most senior employees in the bargaining unit for purposes of layoff during their terms of office.

Section 3: Recall

Whenever, in the judgment of the Library, it is necessary to increase the workforce in a department following a layoff, employees will be recalled in order of their seniority provided that the recalled employee is immediately qualified to perform the available work. The Library shall provide the Union with a recall list and copies of all notices of recall. A laid-off employee is responsible for keeping the Library informed of her/his current address, even if out of town for a short period of time. Notices of recall will be sent by certified mail. The Union will be notified of all recall responses.

(a) An employee may choose to remain on the recall list up to twenty-four (24) months from the layoff date rather than accept a recall to a position in a lower grade than that from which she/he was laid off.

(b) In the event there are employees laid off from the bargaining unit, no new employee shall be hired into a bargaining unit position until all bargaining unit employees on the recall list who are immediately qualified for such position and who desire to return to work have been offered the opportunity of recall.

(c) Any employee successfully bumping must keep the job she/he bumped into until she/he is recalled to her/his previous job or a position in her/his former job title, transferred or promoted to another job by bid, or is laid off there from in a further reduction of the workforce. If an employee who has successfully bumped is recalled to her/his previous job or position in her/his former job title, she/he may choose to return to the previous job or position in her/his former job title. As an

ARTICLE IX LAYOFF

alternative, the employee may choose to keep the job she/he bumped into, but waives any further right to recall.

(d) If, following recall, a position is accepted at a lower pay grade or fewer hours per week than that held at the time of layoff, an employee who is immediately qualified for such position will be offered successive position opportunities as same become available and before others with less seniority are recalled from layoff until the employee is recalled to her/his previous job or waives the right to recall. Such employees will have recall rights for up to twenty-four (24) months from the last day of work in the job held prior to the reduction in hours or acceptance of a position in a lower pay grade.

(e) Following reinstatement from layoff, the employee shall retain all seniority accumulated prior to layoff.

(f) While on layoff, the laid off employee may elect to remain in the Library's health insurance program at the employee's cost, subject to the insurance carrier's regulations and policy restrictions, in accordance with the provisions of COBRA.

(g) Employees who are on the recall list may serve as substitutes without jeopardizing their rights to further recall. Such employees who wish to substitute may add their names to the substitute list at the time they are laid-off. They will be inserted on the substitute list in seniority order below current library bargaining unit employees and above external substitutes.

(h) With the exception of vacancies caused by sick leave, vacation, or leaves of absence, the Library shall not, during periods when there are employees on the recall list, employ substitutes for a period in excess of thirty (30) calendar days for any bargaining unit vacancy for which any qualified employee is immediately qualified.

(i) While employees remain on the recall list, an employee returning from an unpaid leave of absence granted under ARTICLE XV shall be placed on the recall list, if applicable, in accordance with her/his seniority.

(j) An employee who is recalled to her/his former salary grade shall be paid at her/his former rate of pay plus any additional increase provided during the layoff period to employees in the job title to which she/he is being recalled. An employee recalled to a job title in a lower salary grade shall maintain the salary held at the higher grade so long as such salary falls within the salary range for such lower grade, otherwise the employee shall receive the top rate of the lower grade.

(k) An employee who is still on the recall list after a period of twenty-four (24) months from the layoff date, will be removed from the Recall List and at the same time will no longer appear on the Seniority Listing and will in fact lose their seniority within the bargaining unit.

**ARTICLE X PROBATIONARY PERIOD
ARTICLE XI JOB CHANGES AND POSTING**

ARTICLE X PROBATIONARY PERIOD

All persons hired by the Library into a bargaining unit position shall serve a probationary period of six (6) months. During this probationary period, the employees may be dismissed in the Library's sole discretion without any provision of this Agreement applying and such dismissal shall not be subject to the grievance procedure set forth in this Agreement. While in their probationary period, bargaining unit employees cannot bid on any bargaining unit position. Regular status is granted upon successful completion of the probation.

ARTICLE XI JOB CHANGES AND POSTING

Section 1: Job Posting

Prior to filling a new or vacant position in the collective bargaining unit, such vacancies shall be posted in each branch of the Library for a period of not less than seven (7) calendar days. Vacancies filled as a result of a temporary transfer or assignment, or by recall from layoff, need not be posted. Vacancies filled temporarily as result of reassignment under ARTICLE XVIII (Library Closings) need not be posted until such reassigned employees return to their regular positions. Bargaining unit job postings shall not be rewritten by the Library after they are posted.

Section 2: Qualifications

All applications timely filed will be reviewed in determining whether an applicant is qualified. "Qualified" shall be defined as possessing the necessary prerequisite skills and abilities as contained in the job posting and position description to satisfactorily, efficiently and effectively perform the responsibilities of the position. Consideration shall be given to ability, aptitude, skill, education, punctuality, reliability, experience in the Medina County District Library, overall experience, and such other matters as are usually considered in filling any vacancy, including performance appraisals if utilized.

Section 3: Promotion

If one or more employees covered by this Agreement applies for a new or vacant bargaining unit position as described above and one or more of the bargaining unit employees is or are qualified for such new or vacant position, that position shall be awarded on the basis of qualifications as defined in Section 2 above. If two or more applicants applying for a vacancy have substantially equal qualifications therefore, the most senior employee shall be awarded the position. Bargaining unit job positions shall not be rewritten by the Library after the initial posting of a position.

ARTICLE XI JOB CHANGES AND POSTING

Section 4: Bidding Prohibition Period

A bargaining unit employee cannot bid on a vacant bargaining unit position within the same or a lower classification for six (6) months after successfully bidding on a bargaining unit position. The six (6) month period begins from the employee's first day in the new position. A bargaining unit employee can apply for a vacant bargaining unit position in a higher classification, or for a newly created bargaining unit position, at any time. A non-probationary part-time bargaining unit employee can apply for a vacant full-time bargaining unit position within the same or a lower classification at any time.

Employees who have received formal discipline at a written warning level or higher shall not be eligible to bid for a vacant or newly-created bargaining unit position or additional hours as defined in Section 9 of this Article XI for a six (6) month period dating from the issuance of the discipline.

Section 5: Qualifying Period

An employee awarded a job under these provisions will be given reasonable help and supervision and shall be allowed a reasonable period of time to qualify, but not more than thirty (30) calendar days or the length of time allotted for training on the job as designated in the job description, whichever is longer, not to exceed a maximum of sixty (60) calendar days. The employee will be considered to have qualified on the new job when she/he satisfactorily performs the required duties with no more supervision than is required by other qualified regular employees on the same or similar jobs and when her/his record as to quality and quantity of work meets the standards applicable to the job. If she/he fails to qualify, she/he shall be returned to her/his former job, and, to the extent necessary, those who followed in the advance also shall be set back.

Section 6: Notification of Denial

Employees who have bid and are denied the position shall be notified in writing immediately following such decision by the Library's Administration. Notwithstanding that such decision is subject to the final approval of the Board of Trustees of the Library, the unsuccessful employees' rights to grieve shall commence from the time they, she or he, as the case might be, receive(s) such written notification. The time period for filing such grievance shall commence on such date. In the event the Board of Trustees ultimately rejects the Administration's appointment of the otherwise successful bidder, the time period within which such individual has to grieve the decision of the Board shall commence upon her/his being notified in writing of such Board action.

ARTICLE XI JOB CHANGES AND POSTING

Section 7: Subsequent Vacancy

A vacancy in the same job title at the same location that is thereby created as a result of an employee being awarded a vacant bargaining unit position shall be reposted internally for seven (7) calendar days. Bargaining unit applicants for the position just filled will automatically be considered for the subsequent vacancy and need not reapply.

If the successful applicant being awarded a vacant bargaining unit position is an employee from another building location, the subsequent opening thereby created will be posted for seven (7) calendar days, in accordance with Section 1 of this ARTICLE XI.

Section 8: Temporary Transfers

Whenever the Library deems it appropriate, the Library may appoint an employee to fill a vacancy by means of a temporary transfer. During such temporary transfer, the employee will be paid the rate of pay of the position into which she/he was transferred or her/his regular rate of pay, whichever is higher; provided, however, such temporary transfer exceeds five (5) work days. If the temporary assignment or transfer does not exceed five (5) work days, the employee shall be paid at the rate of her/his regular position. Temporary transfers shall be limited to three (3) months unless it has been impossible to fill the vacancies through ordinary procedures during that period. At the end of the temporary transfer, the employee shall be returned to her/his former position. In no event will a temporary transfer be made for disciplinary purposes.

Should a temporary transfer require that an employee be assigned to another branch of the Library for a period in excess of five (5) work days, such transfer shall be accomplished by first seeking volunteers. If there are no volunteers, the transfer shall be accomplished by assigning the most junior, qualified employee. In the event a temporary transfer does not involve assignment to another location, the Library may effect such temporary transfer by assigning an employee whom the Library deems appropriate.

The Library's right to make temporary transfers shall not be exercised in such a fashion as to undermine the job bidding requirements of this Collective Bargaining Agreement pertaining to permanent vacancies.

Section 9: Required Posting Defined

Whenever less than ten (10) hours a week in a bargaining unit position are available, the Library will inform the staff in the department at that location of the available hours. Those additional hours will be made available to positions as determined by management for the efficient operation of the department. The additional hours shall be assigned to interested employees in eligible positions by bargaining unit seniority. Seniority will be based on the last day on which those

ARTICLE XII SUBSTITUTES

ARTICLE XIII SCHEDULING AND OVERTIME

employees can notify their supervisor of their interest. The Library will post all bargaining unit positions that are ten (10) hours or more a week.

ARTICLE XII SUBSTITUTES

Section 1: Substitute Policy

The Library may maintain a substitute pool. Any full-time or part-time bargaining unit employee may place her/his name on the substitute pool list. Bargaining unit work shall be filled by bargaining unit employees whenever possible. The selection and scheduling of substitutes is the responsibility of management and shall be seniority based. The process of contacting substitutes may be assigned to employees by management. The Library shall schedule coverage of extended leaves of absence in thirty (30) day increments from the substitute pool list.

Section 2: Substitute List

The Library will maintain a list composed of the names of bargaining unit employees wishing to be considered for substitute hours. The substitute list will be updated and posted on the library intranet the beginning of each month. An employee may remove her/his name from the list at any time by contacting the Human Resources Office.

Section 3: Order of the List

The order of the list shall be determined by bargaining unit seniority and shall be made available to all supervisors. Substitute hours for a department shall be first offered by bargaining unit seniority to the employees who are assigned to that department, then to the remaining employees on the list by bargaining unit seniority system-wide, then the recall list. Employees who are regularly scheduled to work in more than one home department will be considered to be assigned to each department and will be listed as home department employees in each department. If no such employees are available, the Library may call external substitutes.

Section 4: Sunday Substitutes

Sunday substitute hours shall be first offered to bargaining unit employees on the Sunday Substitute List by bargaining unit seniority with no priority given to the home department. However, qualifications may, when necessary, take precedence over bargaining unit seniority. These qualifications include:

- (a) Knowledge of building procedures
- (b) Keys and security code
- (c) In-charge status
- (d) Appropriate knowledge and skills to perform the duties of the absent Employee

(e) Appropriate knowledge and skills to perform passpost service

ARTICLE XII SUBSTITUTES
ARTICLE XIII SCHEDULING AND OVERTIME

If no such employees are available, the library may call external substitutes.

Section 5: Job Changes and Substitute Eligibility

An employee who has been awarded another position which has a different job description from her/his original position, but is in the same salary grade as the original position, may substitute in her/his original position, if library management determines by its sole discretion that the employee is qualified and current in skills for her/his original position. The employee may also substitute in her/his new position.

Section 6: Contact Process

The Library may either call or email employees on the substitute list, depending on the amount of advance notice given. Substitute hours needing filled with less than 5 business days' notice will be done by using the in-place calling process. Substitute hours needing filled with 5 or more business days notice will be done by email. At least two (2) business days need to be afforded employees to reply and selection will be given to employees who respond according to their placement on the substitute list (see section 3 above).

Section 7: No Shows

Employees who are awarded substitute hours by the above referenced process and then who do not show and don't call to advise the supervisor on more than two (2) occasions within a rolling 12 month period, will be removed from the next scheduled sub list for 30 days. The Union Executive Board Member will be advised in advance of an employee being removed from the sub list for this reason.

ARTICLE XIII SCHEDULING AND OVERTIME

Section 1: Scheduling

(a) Employees shall be scheduled according to Library needs.

(b) Employees may request a flexible schedule, not including Sundays, which is consistent with Library needs, and does not inconvenience other employees. A flexible schedule is an extended alteration of a traditional schedule within the employee's department. All requests that are granted are done so at the discretion of the Library. Requests must be submitted in writing to the employee's Manager, who determines whether the request is consistent with Library needs and can be approved. If a request is denied, the Manager shall state the reasons for denial in a written memo to the employee.

ARTICLE XIII SCHEDULING AND OVERTIME

(c) Employees shall be scheduled for shifts of no less than 3 hours except for those situations involving a department of library meeting.

Section 2: Meal Period and Break Time

(a) An employee working for seven (7) or more hours shall be given two (2) paid breaks not to exceed fifteen consecutive minutes each. An employee working three and one-half (3 1/2) or more hours but less than seven (7) hours is entitled to one (1) such break. An employee working less than three and one-half (3 1/2) hours does not receive a paid break. The breaks shall be scheduled by each employee's supervisor. The breaks cannot be used in conjunction with meal periods. The breaks cannot be combined.

(b) The standard meal period is sixty (60) minutes in length and unpaid. The unpaid meal period is scheduled in addition to an employee's regular working hours.

(c) Each employee working at least six (6) hours in a work day shall be scheduled for an unpaid one (1) hour lunch/dinner meal period.

(d) An employee working under six hours may request to be scheduled for an unpaid meal period with approval of the supervisor.

(e) Any requested change from the standard one hour unpaid meal period must be approved by the supervisor. The library's operation is always the first priority. The supervisor may approve an employee's request of no meal period on rare occasions.

(f) A bookmobile/outreach employee, working less than six hours and not required to have a meal period, has the choice to take an unpaid meal period or continue working while the bookmobile/outreach is off the road for a meal period for another employee. The option chosen must be pre-approved by the supervisor so that the weekly schedule can be maintained.

(g) Due to operational needs, the Library may reduce the meal period to no less than thirty (30) minutes.

Section 3: Overtime and Premium Compensation

Employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) in any work week.

Section 4: Sunday Hours

(a) All Sunday hours shall be scheduled over and above the regular work week. Public service staff from all Library locations will be eligible to work Sundays.

(b) The Library shall first schedule staff who volunteer. Employees may volunteer for as many Sundays as they desire to work. However, the Library reserves the right to reject volunteers who are not qualified to perform the available work.

(c) If, after scheduling volunteers, the Library needs more staff for Sunday work, it shall schedule qualified employees on a rotating basis. No employee will be required to work more than one (1) Sunday in three (3).

ARTICLE XIII SCHEDULING AND OVERTIME

(d) Employees who work on Sundays shall be paid for actual hours worked. Each employee shall have the option of being compensated on either of the following basis:

1. Paid regular rate of pay for hours worked, or
2. Take hours worked as compensatory time.

Employees shall have the opportunity to advise the Library of which method of Sunday compensation they wish to receive, such election to be made each pay period.

Compensatory time may be taken in conjunction with vacation or paid holiday time, provided, however, that the approval of the employee's supervisor is first obtained.

No employee shall be permitted to accumulate more than forty (40) hours of compensatory time. Excess hours accumulated over forty (40) will automatically be paid. Compensatory time balances shall annually be paid in full with the second payday of September. An employee may choose to carry over a maximum balance of eighteen (18) hours if she/he notifies in writing the Human Resources Department by September 1st of the choice to carryover and the number of hours she/he wishes to keep on balance. If no written notice is received, all accumulated hours shall be paid.

(e) Seniority shall accrue and be credited for the actual number of Sunday hours worked.

(f) No employee shall be required to work on Sundays which fall during an employee's scheduled vacation time.

(g) Employees who report off sick on a Sunday on which they are scheduled to work shall have no sick time deducted and shall not be required to make up time lost. Such employees will not be paid for such Sunday, nor shall they earn compensatory time off.

(h) The Library shall provide to the Union Executive Board Member the Sunday schedules and documentation of the underlying analysis that led to its creation at least 5 work days prior to the posting of the Sunday schedules each year. An overview of this process, utilizing these same materials, shall be given in the Labor Management Committee each September.

Section 5: Job Changes and Sunday Eligibility

An employee who has been awarded another position which has a different job description from her/his original position, but is in the same salary grade as the original position, may volunteer for Sunday hours in her/his original position, if both of the following conditions are met.

(a) her/his current (new) position is not eligible for Sunday work

(b) library management determines by its sole discretion that the employee is qualified and current in skills for her/his original position.

Management will determine retraining for employees as needed. Once an employee chooses to be part of the Sunday employee pool, that employee is subject to all policies and procedures affecting Sunday hours.

ARTICLE XIII SCHEDULING AND OVERTIME

Section 6: Meetings

The Library has the right to schedule “meetings” as deemed necessary to enhance the normal business of the library and to ensure the efficient operation of the library. Meetings that involve the entire library staff (and the library is closed to the public) are normally handled on an exception basis (such as staff development day) and specific guidelines will be issued for all staff in those situations as to how timecards will be addressed. Other regularly scheduled meetings such as individual branch meetings or department meetings will be handled in the following manner:

- The library agrees that all such meetings shall be scheduled during regular working hours or just prior to the opening of the branch to the public (which may or may not be during a period when a particular employee is scheduled to work).
- Managers/supervisors will schedule these meetings at least one pay period schedule in advance so that employees have time to adjust their personal schedules.
- Employees, at their choice, may either have their schedules adjusted so that they are scheduled to work the day of the meeting, or they may have additional hours added to their current schedule.
- When possible, managers/supervisors will be expected to meet the scheduling requests of all employees. However, if any one employee is inconvenienced by this meeting schedule, they should be given special consideration for the next scheduled meeting so that the same employee is not always impacted by the schedule (unless the employee has not asked for special consideration).

Section 7: Maintenance & Technology Employees

Maintenance employees who are required by the Library to report for emergency callouts shall be guaranteed a minimum two (2) hours of report in pay and shall be paid at the rate of time and one half her/his regular hourly rate of pay for such time worked (minimum two (2) hours). The Library will make a good faith effort to distribute emergency maintenance work on an equitable basis taking into consideration the nature, urgency and type of work required to be performed.

Technology employees who are required to correct situations due to an emergency call (whether from home or reporting to work) shall record their time

on their timecard in 15 minute increments and shall be paid at the rate of time and one half her/his regular hourly rate of pay for such time worked. The Library will make a good faith effort to distribute the use of the emergency cell phone on an

ARTICLE XIII SCHEDULING AND OVERTIME

ARTICLE XIV VACATIONS AND HOLIDAYS

equitable basis taking into consideration the types of calls received and seniority of staff.

Section 8: Special Events

Work performed by employees outside of the normal course of the library's business shall be paid at the rate of time and one half her/his regular hourly rate of pay for actual hours worked. Guidelines are provided to determine when work is outside the normal course of business.

- A single "opening to the public" of a branch when the rest of the system is closed (excluding special "after hours" programs and extension of a regular workday for several hours)
- When a non-library program is held in a branch (system is closed and it is after hours) but library personnel are required to be present
- Staff participate in Community Events outside of the library facilities but represent the library and the library system is closed
- The bookmobile is present in parades or is present at events on Sundays or Holidays when the library system is closed

The Library will seek bargaining unit volunteers to empty the bookdrop at times when the Library is closed. If no bargaining unit employees volunteer, the Library will assign non-bargaining unit staff. Employees emptying bookdrops on holidays shall be paid a minimum of one hour at time and one half their regular hourly rate of pay.

ARTICLE XIV VACATIONS, HOLIDAYS AND PERSONAL DAYS

Section 1: Vacations for Full-Time Employees

Annual vacations will be granted to all employees of the bargaining unit who become full-time employees on or after January 1, 1987, who qualify for same, in accordance with the following schedule:

Full-time Equivalent

Years of Service

Vacation Days

1 to 4 years

10 days

5 to 10 years

15 days

11 years 16 days

ARTICLE XIV VACATIONS, HOLIDAYS AND PERSONAL DAYS

12 years 17 days

13 years 18 days

14 years 19 days

15 years and over 20 days

All bargaining unit employees who became full-time employees prior to January 1, 1987, and who qualify for same, shall be entitled to twenty-two (22) days of vacation.

New full-time employees shall commence accruing vacation time from their date of hire, but shall not be permitted any vacation time off until they have successfully completed their probationary period. At any given date beyond completion of their probationary period, all regular full-time employees shall be entitled to use such vacation time as shall have accrued to such date. On December 31st of each year, an employee's accrued, unused vacation time which is in excess of that for which the employee, given her/his length of service, could have earned for one complete year of service, shall expire and be cancelled.

Section 2: Vacations for Part-Time Employees

All part-time bargaining unit employees shall be entitled to prorated vacation hours off from work in the current calendar year based upon the schedule and qualifications set forth in Section 1 of this ARTICLE XIV. In the event there are any part-time employees who, by virtue of the collective bargaining agreement between the parties which expired on December 31, 1992, would have been entitled to greater vacation benefits than those described herein for part-time employees, such employees will receive such greater vacation benefits (assuming they qualify therefore) until such time as her/his benefits under the present formula exceed such previous vacation benefits.

Part-time employees will be permitted to work extra hours in those weeks in which they take vacation time off provided (1) the Library has requested that the employee work such extra hours and (2) that the vacation time off was scheduled prior to such request. On December 31st of each year, an employee's accrued, unused vacation time which is in excess of that for which the employee, given her/his length of service, could have earned for one complete year of service, shall expire and be cancelled.

Section 3: General

- (a) Vacations shall be scheduled with an employee's supervisor.
- (b) Vacation requests may be submitted to the supervisor up to twelve (12) months in advance.

(c) All vacation requests must be submitted in writing to the employee's supervisor.

ARTICLE XIV VACATIONS, HOLIDAYS AND PERSONAL DAYS

(d) Requests shall receive a written reply from the supervisor. Supervisors shall approve or deny vacation requests no later than seven (7) calendar days after receipt of a request from the employee.

(e) Vacation requests of five (5) calendar days or more must be submitted no less than one (1) month in advance.

(f) Final determination between conflicting vacation requests shall be based first upon the Library's staffing needs, second upon the date the vacation request was submitted (first come, first served), and third upon system-wide bargaining unit seniority.

(g) Requests for vacation time which require more than twelve (12) months advanced planning and finalization and/or a non-refundable financial commitment by the employee shall be exempt from the scheduling procedures set forth in Section 3(a). Such requests are subject to the approval of the manager.

(h) The following procedure shall be implemented for the purpose of bidding for vacation time or compensatory time to be taken in conjunction with a holiday when the Library is closed:

1. All requests for vacation time or compensatory time to be taken in conjunction with a holiday when the Library is closed must be submitted in writing.

2. All such vacation scheduling requests shall be accepted for bidding beginning on January 1 for Easter; on March 1 for Memorial Day and Independence Day; on July 1 for Labor Day and Thanksgiving Day; and on October 1 for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. Requests shall be accepted for fifteen (15) calendar days (the "bidding period") during which time the employees may submit their bids in writing to their supervisors for such vacation time.

3. Vacation time in this Section 3(c) shall be bid within each department/branch. Final determination by the supervisor between conflicting requests for vacation time or compensatory time to be taken in conjunction with a holiday when the Library is closed shall be based first upon the Library's staffing needs. If, after considering staffing needs, a conflict still exists, the bidding parties involved shall attempt to resolve the conflict among or between themselves with, if necessary, the assistance of their supervisor or, if a supervisor is one of the parties to the conflict, the appropriate manager. If the conflict still has not been resolved after following such procedures, the matter will be resolved by means of a lottery conducted under the direction and supervision of the Human Resources Manager.

4. Vacation requests submitted during the bidding period shall be approved or denied in writing by the supervisor by the first of the month following the end of the bidding period.

ARTICLE XIV VACATIONS, HOLIDAYS AND PERSONAL DAYS

5. Bids submitted after the bidding period shall be considered as any standard vacation request in accordance with the guidelines of Section 3(a) of this ARTICLE XIV.

6. Upon approval of the manager, requests for vacation time or compensatory time to be taken in conjunction with a holiday when the Library is closed which require advanced planning and finalization and/or a non-refundable financial commitment by the employee, prior to the bidding period, shall be exempt from the scheduling and bidding procedures set forth in this Section 3(c).

Section 4: Conversion of Vacation Leave to Sick Leave

Employees who become ill while on paid vacation leave or compensatory time from Medina County District Library can have their vacation or compensatory time converted to sick time if one or more of the following conditions exist. Written proof of the hospitalization, length of stay and doctor's recommendations must be presented to the Human Resources Office upon request of conversion. Such requests need to be made within seven calendar days from the date of the employees' return to work.

(a) If an employee is admitted to a hospital, vacation or compensatory time can be changed to sick time for the number of days spent in the hospital.

(b) If an employee is admitted to a hospital for an outpatient procedure, vacation or compensatory time can be changed to sick time for that day.

(c) If an illness or injury requires outpatient or in-patient admittance to a hospital and is deemed by the attending hospital physician to warrant a written proscription against returning to work for a set number of days, the time from hospitalization to the end of that set number of days can be converted to sick time. A written notice from the attending hospital physician outlining the above must be presented to the Human Resources Office upon request for conversion.

(d) If an illness or injury requires outpatient or in-patient admittance to a hospital and is deemed by the attending hospital physician to warrant a written proscription against returning to work until examined for follow-up treatment by a specialist or personal physician, the time from hospitalization to the referral appointment can be converted to sick time. A referral for follow-up treatment by itself does not qualify for this policy. The attending hospital physician must also state in the written proscription that the employee is medically unable to return to work until examined by the referred physician. This written notice from the attending hospital physician outlining the above, must be presented to the Human Resources Office upon request for conversion.

If after being examined by that specialist or personal physician, the employee is still deemed medically unable to return to work, and that physician writes a proscriptioin stating this, then the time from this referral appointment until the time that the employee is released to return to work can continue to be converted to sick time. This written notice must also be presented to Human Resources Office upon

ARTICLE XIV VACATIONS, HOLIDAYS AND PERSONAL DAYS

request for conversion.

The above conditions apply only to MCDL employees. Requests due to illness or injury to another member of the vacationing party cannot be fulfilled. The amount of sick time awarded to part-time employees will be prorated based upon the number of weekly hours assigned, not to exceed the amount of their vacation request.

Section 5: Holidays

(a) The following days are observed as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. The library will follow the Federal observation of holidays falling on a Saturday or Sunday. Full-time employees who otherwise qualify are allowed time off with pay for the holidays listed above. Part-time employees who otherwise qualify shall be allowed time off with pay for such holidays based upon the hours they are regularly scheduled to work per week in accordance with the following formula:

| <u>Hours Regularly Assigned to Work Per Week</u> | <u>Hours of Pay Per Holiday</u> |
|--|-------------------------------------|
| 10-19 | 2 |
| 20-29 | 4 |
| 30 and over | 6 |

Employees who are regularly scheduled to work less than ten (10) hours per week are not eligible for holiday pay. To qualify for holiday pay, an employee must work her/his full scheduled work day prior to and her/his full scheduled work day following the holiday, unless she/he is absent due to illness and presents a physician's certificate therefore, if requested, or unless such absence is with the approval of her/his immediate supervisor.

(b) Employees who qualify for time off with pay for the holidays listed above will not be penalized if that holiday occurs during pre-scheduled paid time off (eg. vacation, funeral leave, sick leave). Time off for that day shall be charged against holiday time.

(c) Any employee who qualifies for holiday pay (which excludes employees on layoff, unpaid leave or being paid through Sick Bank) shall be entitled to holiday pay in accordance with Section (a) above.

(d) For holidays on which part-time employees receive paid holiday leave, part-time employees shall take holiday paid time within the week that the holiday occurs.

ARTICLE XIV VACATIONS, HOLIDAYS AND PERSONAL DAYS

Section 6: Personal Days

Effective January 1, 2013, four (4) noncumulative personal days will be awarded to full-time employees each year. Part-time employees will be allowed time off with pay for such personal days based upon the hours they are regularly scheduled to work per week in accordance with the following formula:

| <u>Hours Regularly Assigned To Work Per Week</u> | <u>Hours of Pay Per Holiday</u> |
|--|-------------------------------------|
| 10-19 | 2 |
| 20-29 | 4 |
| 30 and over | 6 |

- (a) Personal days may be used as unscheduled paid time. Employees shall request personal days at least forty-eight (48) hours in advance, except for emergencies. A request for personal days may be granted at the discretion of the employee's supervisor and shall not be unreasonably denied.
- (b) Personal days shall be used in one-day increments.
- (c) Personal days are not a vested benefit. Employees are not entitled to cash out unused personal days upon resignation or retirement.
- (d) Unused personal days at the end of the calendar year will not be paid out to employees and will not be carried over from year to year.

ARTICLE XV LEAVES

ARTICLE XV LEAVES

Section 1: Sick Leave

An employee of the bargaining unit will earn sick leave at the rate of .05769 hour for each hour compensated. In no event, however, may any employee accumulate a total number of sick leave hours in excess of 800.

(a) Eligible Uses

Earned sick leave may be used with respect to:

1. All hours for an employee's illness or medical appointment
2. The illness or medical appointment of a member of the employee's immediate family not to exceed more than 5 consecutive work days if it is not eligible for FMLA. "Immediate Family" is hereby defined to be a spouse, parent, a stepparent, child or stepchild. Any individual who is legally dependent upon the employee for her/his support also meets the definition of immediate family for purposes of sick leave. For purposes of this entire Agreement, the term "stepparent" shall be defined as the current spouse of a parent, and the term "stepchild" shall be defined as a child of a current spouse, such child living in the home of the employee.
3. Hours for leaves qualifying under FMLA as outlined in Section 3 of this article.
4. To be eligible for sick leave, an employee must notify the Library at her/his earliest opportunity and, in any event, no later than fifteen (15) minutes following the time at which she/he is scheduled to report for work. At the request of a supervisor an employee may be required to provide medical documentation upon return to work if their sick leave is taken for more than 3 consecutive working days.

(b) An employee who reports for work and who is required to leave during the day due to illness or to attend a physician's appointment shall have those hours actually missed as a result of attending such appointment or because of such illness computed as sick leave to the nearest quarter hour.

(c) An employee who retires and qualifies for OPERS, STRS, or any other Ohio public retirement plan, shall receive 1/2 of the balance of unused sick time.

Section 2: Sick Bank

The Library shall provide the employees with a Sick Bank, such Sick Bank to be administered by the Labor Management Committee. The terms and provisions of the Sick Bank are those established for such Sick Bank by the Labor Management Committee. The Labor Management Committee may from time to time revise these guidelines if approved by a consensus of the membership of such committee.

Section 3: FMLA Leave

Family and Medical Leave Act (FMLA) became effective in 1993. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12 month period for specified family and medical reasons. MCDL procedures for FMLA can be found in the Policy and Procedure Manual. A summary is listed below.

In certain circumstances an employee who has been employed with the Library for at least twelve (12) calendar months and has worked 1,250 hours in the previous twelve (12) months can take up to twelve (12) weeks of unpaid job-protected leave in a twelve (12) month period.

(a) **Eligible Occurrences**

An FMLA leave of absence will be granted to an eligible employee for any of the following reasons:

1. for birth of a son or daughter, and to care for the newborn child;
2. for placement with the employee of a son or daughter for adoption or foster care;
3. to care for the employee's spouse, son or daughter or parent who has a serious health condition;
4. for a serious health condition that makes the employee unable to perform the employee's job;
5. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty in support of a contingency operation;
6. to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

(b) **Conditions**

1. If an employee takes any form of leave pursuant to this Agreement under circumstances in which the employee is also eligible for FMLA leave, the employee will be deemed to be on FMLA leave concurrently with any other form of leave the employee is granted pursuant to this agreement.
2. A statement of Attending Physician must accompany the Leave of Absence Request form that satisfies federal requirements for this leave.
3. The employee will not accrue or accumulate any additional benefits or seniority while on leave under this provision if in an unpaid status.

ARTICLE XV LEAVES

4. Under some circumstances, employees may take FMLA leave intermittently.

(c) Use of Paid Time accruals during FMLA leaves

1. Employees on FMLA for occurrences 3, 4, and 6 shall use accrued sick leave concurrently with FMLA for up to the full 12 week period of FMLA.

2. Employees on FMLA for occurrences 1, 2, and 5 shall use up to one standard week's worth of accrued sick leave concurrently with FMLA. A doctor's certification that additional time is required is needed to extend paid time off using sick leave beyond the one week.

3. Employees shall be required to take available paid time off (sick leave and compensatory time) before going to an unpaid status.

4. Employees eligible for holiday pay shall have holidays credited against their eligible FMLA entitlement.

5. Employees may choose to use available vacation time in order to continue full pay but are not required to do so.

(d) Insurance Benefits

1. The Library will maintain an employee's health care coverage for the duration of FMLA Leave, whether paid leave or unpaid leave, to the extent it paid for the coverage before commencement of the leave, provided that the employee pay her/his share of the premium.

2. The Library will maintain all other employee benefit plans that the employee has enrolled in provided that the employee pay her/his monthly premium.

(e) Return to Work

Upon return from FMLA Leave (not to exceed the 12 week allowed time frame) an employee will be restored to her/his original or an equivalent position with equivalent pay, benefits, and other employment terms and conditions. An employee will not lose benefits that accrued prior to the start of FMLA Leave.

Section 4: Medical Leave of Absence

An employee may apply for a leave of absence due to a personal illness and/or disability. A medical certification as to the necessity of the leave as well as the probable duration of the particular illness and/or disability involved must be presented to the Human Resources Office at application for such leave. The Library shall grant such leave for a continuous period, not to exceed six (6) months.

(a) Conditions

Any Family and Medical Leave Act (FMLA) leave that an employee is granted shall run concurrently with a medical leave of absence. During any unpaid portion of leave of absence, the employee does not accumulate vacation, sick, or holiday time. All employment rights of an employee are terminated under this provision when she/he overstays an approved medical leave without the consent of

the Library.

ARTICLE XV LEAVES

(b) Insurance Benefits

1. The Library will pay its share of all group insurance benefits consistent with ARTICLE XIX of this Agreement during a leave of absence that is also approved for FMLA, provided that the employee pay her/his share of the premium, such that group coverages are continued through the end of the benefit month.

2. The Library will pay its share of all group insurance benefits consistent with Article XIX of this agreement during a paid medical leave of absence provided that the employee continues her/his share of the premium through payroll deduction, such that group coverages are continued through the end of the benefit month.

3. If a leave extends into an unpaid, non-FMLA status, beginning with the first day of the succeeding benefit month, the employee is responsible for securing alternate insurance benefits. One option is for continued employee participation, at employee expense, in the Library's benefit program.

(c) Extension of Leave

Upon the presentation of further medical certification of the necessity therefore, an employee may be granted an extension to the original medical leave for up to six (6) additional months.

(d) Return to Work

1. An employee returning from a medical leave under this section, will be reinstated to her/his prior position if she/he was on an approved FMLA leave. Otherwise, she/he shall be reinstated to her/his former position if it is still vacant. If her/his former position is no longer available, the employee will be laid off.

2. Any employee returning from an approved leave of absence who finds that her/his position is no longer available, and who, if FMLA eligible, is no longer protected under FMLA, retains the right to bump to a position they are qualified to perform with the same or less hours than the original position based upon seniority.

(e) Loss of Employment Rights

An employee loses all eligibility to return and all employment rights after the expiration of the one (1) year period from the beginning of the medical leave.

Section 5: Parental Leave of Absence

Employees may apply for a parental leave of absence with respect to a biological or adopted child for which the employee is the parent and legal guardian. The Library shall grant such leave for a continuous period, not to exceed six (6) months commencing on the date of birth or actual custody of that child.

(a) Conditions

Any Family and Medical Leave Act (FMLA) leave that an employee is granted shall run concurrently with a parental leave. During any unpaid portion of leave of absence, the employee does not accumulate vacation, sick, or holiday time. All employment rights of an employee are terminated under this provision when she/he overstays an approved parental leave, without the consent of the Library.

ARTICLE XV LEAVES

(b) Insurance Benefits

1. The Library will pay its share of all group insurance benefits consistent with ARTICLE XIX of this Agreement during a parental leave of absence that is also approved for FMLA, provided that the employee pay her/his share of the premium, such that group coverages are continued through the end of the benefit month.

2. The Library will pay its share of all group insurance benefits consistent with Article XIX of this agreement during a paid parental leave of absence provided that the employee continues her/his share of the premium through the end of the benefit month.

3. If a leave extends into an unpaid, non-FMLA status, beginning with the first day of the succeeding benefit month, the employee is responsible for securing alternate insurance benefits. One option is for continued participation, at employee expense, in the Library's benefit programs.

(c) Extension of Leave

Upon application, an employee may be granted an extension to the original parental leave.

(d) Return to Work

1. An employee returning from a parental leave under this Section, will be reinstated to her/his former position if she/he was on an approved FMLA leave. Otherwise, she/he shall be reinstated to her/his former position if it is still vacant. If her/his former position is no longer available, the employee will be laid off.

2. Any employee returning from an approved leave of absence who finds that her/his position is no longer available, and who, if FMLA eligible, is no longer protected under FMLA, retains the right to bump to a position they are qualified to perform with the same or less hours than the original position based upon seniority.

(e) Loss of Employment Rights

An employee loses all eligibility to return and all employment rights after the expiration of the one (1) year period from the beginning of the parental leave.

Section 6: Personal Leave of Absence

After exhausting all accumulated holiday benefits, vacation benefits and compensatory time, any employee may apply for an unpaid personal leave of absence for up to thirty (30) calendar days. Such leaves of absence are granted at the sole discretion of the Library.

(a) Conditions

During this unpaid leave of absence, the employee does not accumulate

vacation, sick, or holiday time.

ARTICLE XV LEAVES

(b) Insurance Benefits

The Library will continue to pay its share of all group insurance benefits consistent with this Agreement during an unpaid leave of absence, provided that the employee pay her/his share of the premium, such that group coverages are continued through the end of the benefit month. Beginning with the first day of the succeeding benefit month, the employee is responsible for securing alternate insurance benefits. One option is for continued employee participation, at employee expense, in the Library's benefit program.

(c) Extension of Leave

Such leaves may be extended for a period of time in excess of thirty (30) calendar days if the Library, in its sole discretion, believes such extension is warranted.

(d) Returning to Work After a Leave of Thirty (30) Days or Less

An employee returning from an approved unpaid leave of absence under this Section, which has not exceeded thirty (30) calendar days in duration, shall be reinstated to her/his former position.

(e) Return to Work After Approved Extension

At the time of the approval of the leave extension, the Library may choose to hold open that employee's position for any or all of the approved extension. Should the employee return from leave during the time when the position is being held open, the employee will be returned to that position. In all other cases an employee returning from an approved unpaid personal leave in excess of thirty (30) calendar days, will be reinstated to her/his former position, if it is still vacant, or to the first available equivalent or lower rated position if her/his former position was filled. Such an employee may refuse to accept the lower rated position without prejudice and still remain for a period not to exceed one (1) year from the expiration of the unpaid leave of absence, eligible for the first available equivalent position, for which she/he is immediately qualified. Additionally, the employee may apply for other vacancies. If the employee refuses the first available equivalent position, the employee loses all employment rights.

If the returning employee accepts a lower rated position and is successful at qualifying during the qualifying period, she/he must successfully bid out of it in order to obtain a position equivalent to the original position or higher rated position.

If the

employee accepts a lower rated position and fails to qualify for the lower rated position during the qualifying period, as defined in Section 5, ARTICLE XI, the employee is removed from the lower rated position and her/his employment rights are terminated.

(f) Loss of Employment Rights

All employment rights of an employee are terminated when she/he overstays

an approved Personal Leave of Absence under this Section 6 without the consent of the Library.

ARTICLE XV LEAVES

Section 7: Military Leave

The Library will comply with the Uniformed Services Employment and Reemployment Rights Act and all other applicable federal or state statutes or regulation relating to the employment rights of employees on military service.

Section 8: Funeral Leave

All employees are entitled to a maximum of five (5) consecutive business days paid funeral leave for an absence due to the death of a spouse, parent, stepparent, child, or stepchild. One scheduled day of paid funeral leave shall be allowed in the case of the death of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. In the event of the death of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law an employee may take up to four (4) sick days in conjunction with her/his one day of funeral leave, all of such days to be taken consecutively. In-laws and step relatives are defined as those related by current marriage only.

Employees shall credit funeral leave time to their timecards using the same credit as is granted to them for holidays (see Section 5 Article XIV). Employees may supplement their time with sick leave as necessary but in no event should the total credited hours exceed their regular weekly standard hours.

Special circumstances shall be considered by the Human Resources Manager and the Director.

Section 9: Jury Duty

All employees serving jury duty will be paid their regular salary without deduction for jury fees received from the Court. The employee shall be required to present proof of jury duty before payment is made.

Section 10: Educational Leave of Absence

The Library and the Union recognize the importance of continuing education, training and development and encourage employees to pursue continuing education opportunities. These opportunities may enable employees to increase knowledge and skills and advance career goals.

An employee who had worked at least two (2) consecutive calendar years for the Library may be granted a leave of absence for an educational opportunity, such leave to be granted at the sole discretion of the Library. An educational leave of absence shall not exceed six (6) months.

An educational leave may be granted for the following:

- (a) An accredited program in undergraduate, graduate or post-graduate work.
- (b) Courses or programs in a subject field directly related to the employee's job responsibility, including computer-related courses, so as to improve her/his capability to perform her/his specific job.

ARTICLE XV LEAVES

ARTICLE XVI GRIEVANCE PROCEDURE

Requests for an educational leave shall be submitted in writing in advance to an employee's Manager. Such leave shall be granted conditionally for up to six (6) months. Proof of registration and completion of coursework must be provided. An employee may use accumulated holiday benefits, vacation benefits, compensatory time, unpaid leave or any combination of such leaves during the educational leave of absence. However, the employee must inform the Library of her/his choice in writing prior to the beginning of the leave.

During the approved unpaid educational leave period, the employee shall not accumulate vacation, sick leave or holiday time.

A leave of absence without pay shall not affect accrued seniority, but additional seniority shall not be acquired during the unpaid leave of absence period. An employee returning from an educational leave of absence shall be reinstated to her/his former position.

An employee taking unpaid leave under this Section 10 will be required to pay for the cost of her/his benefits if she/he wishes to maintain such benefits. The Library will continue to pay its share as long as the employee is in paid status. Group coverages are continued through the end of the benefit month. Beginning with the first day of the succeeding benefit month, the employee is responsible for securing alternate insurance benefits. One option is for continued employee participation, at employee expense, in the Library's benefit program.

An approved educational leave of absence may be cancelled by the Director if the reason for its original authorization has ceased to exist.

All employment rights of an employee are terminated when she/he overstays an approved leave of absence under this Section 10 without the consent of the Library.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1: Definitions

(a) A "grievance" is defined as an alleged violation of a specific article, section or provision of this Agreement

(b) "Grievant" is defined as a member of the bargaining unit or a group of bargaining unit members initiating a grievance. 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. Individuals may notify the administration if they wish to withdraw from the grievance action. The grievance

shall be processed on behalf of those who do not withdraw. This grievance procedure shall not limit the right of any employee to present a grievance and have it adjusted without intervention of the Union, as required by Ohio Revised Code Section 4117.03(A).

ARTICLE XVI GRIEVANCE PROCEDURE

Section 2: Initiation of Grievance and Steps

Step I:

Prior to the filing of a written grievance, a bargaining unit member with a grievance, as defined above, shall first discuss the matter with her/his immediate supervisor in an earnest effort to find a solution to the grievance within ten (10) business days of the event giving rise to the grievance. At the commencement of such discussion, the employee shall present the immediate supervisor with a written notice that the discussion is the Step I discussion of the grievance procedure. The supervisor shall respond in writing to the employee and the Union within ten (10) business days of the date of the discussion with the employee. The employee may have a union representative present at the Step I discussion. If the matter cannot be resolved through this discussion, the employee shall follow the steps below to effect a satisfactory resolution to a grievance.

Step II:

If not satisfied with the answer received in Step I, the bargaining unit member or Union may initiate a written grievance within ten (10) business days of such response, referencing the section(s) of the Agreement allegedly violated, and submitting the original to the Director. The grievant, accompanied by the Union representative, will meet with the Director to discuss the grievance within ten (10) business days after presentation of the Step II appeal. Within five (5) business days after the meeting at Step II, the Library Director shall render a written response to the grievant and the Union.

Step III:

In the event the grievant is not satisfied with the written response at Step II, the grievant and the Union may, within ten (10) business days after the next regular Executive Board Meeting of the Medina County Library Chapter initiate arbitration by filing written notices of such decision with the Director. In no event, however, may such written notices be filed later than fifty (50) calendar days following the Union's receipt of the Library's written Step II response.

Section 3: Mediation The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service (“FMCS”) within the fifty (50) calendar day period at Step III, prior to written notification by the Union to the Director and the FMCS of the Union’s intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If

ARTICLE XVI GRIEVANCE PROCEDURE

mediation is utilized the Union need not request a panel of arbitrators until twenty-one (21) calendar days after the conclusion of the mediation.

- (a) Mediation will be pursued and conducted in accordance with the Rules of the FMCS in effect on the date that the request for mediation was sent.
- (b) Any party may end mediation at any time after participation in the mediation process by giving written notice to the mediator and to the other party or parties. The mediator may withdraw at any time by giving written notice to the parties.
- (c) The fees and expenses of mediation, if any, will be borne equally by the Library and the Union.

Section 4: Arbitration Within ten (10) business days of filing its notice to arbitrate with the Director, the Union shall submit its written request with the Federal Mediation and Conciliation Service to provide both it and the Library with a list of seven impartial arbitrators. An impartial arbitrator shall be selected by alternately striking names from such list.

In the event a grievance proceeds to arbitration, the arbitrator shall have jurisdiction only over the grievance submitted. The arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding and neither party shall have the right to proceed with court action and/or to appeal the matter further except as shall be permitted by law, either statutory or common.

The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Library and the Union and/or between the Library and an employee(s). A grievance may be withdrawn by the Union at any time.

There shall be no retaliation or adverse action taken against an employee who files a grievance, regardless of the outcome of the grievance.

Section 5: General Conditions

- (a) The Union shall be entitled to receipt of copies of all notices and written dispositions pertaining to a grievance.

(b) Hearings and meetings held under this procedure 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) If a grievance affects a group of members of the bargaining unit from more than one branch or department, or if it arises from the actions of an authority higher than the grievant's immediate supervisor, it may initially be submitted at Step II.

ARTICLE XVII MISCELLANEOUS

ARTICLE XVIII LIBRARY CLOSINGS

(d) In the event of a failure of a grievant to appeal, the last response received shall be deemed to be the final adjustment of the grievance.

(e) The time limits set forth in this grievance procedure may be extended by mutual agreement of the grievant, Union representative and Library representatives.

(f) The costs and fees of arbitration shall be equally divided between the parties.

ARTICLE XVII MISCELLANEOUS

Section 1: Discipline

The Library has established discipline procedures through the Labor Management Committee.

Section 2: Uniforms

The Library shall provide a uniform service, which shall include shirts and pants, for each delivery/maintenance employee at no cost to the employee. The Library shall also provide a shoe allowance, rain gear, coveralls, leather work gloves, etc. in accordance with prior practice. The Library will provide cotton gloves for other employees who need them.

ARTICLE XVIII LIBRARY CLOSINGS

Section 1: General

In all library closing scenarios, an employee already absent from work using sick, vacation, holiday, compensatory, funeral, jury or any other paid leave is not affected by the sections in this article. The missed hours of work continue to be sick, vacation, holiday, compensatory, funeral, jury or whichever paid leave was designated prior to the closing of the facility.

Section 2: Inclement Weather

(a) Employees shall be compensated for all hours that they are regularly scheduled to work on a day when the location at which they work is closed for the

entire day due to inclement weather. Buildings will be closed in affected areas whenever the sheriff's office declares a level three (3) emergency.

(b) If a facility has a delayed opening due to the weather, those employees scheduled to work shall be compensated for scheduled work hours in which the location is closed, provided that the employee reports to work at the delayed starting time. If an employee does not report to work at the new starting time, then the employee must use vacation leave or compensatory time for all scheduled work hours missed after the delayed opening.

ARTICLE XVIII LIBRARY CLOSINGS

(c) If a facility closes early due to inclement weather, only those employees on duty at the time of closing and those employees scheduled to report later in the day shall be compensated for the closed hours. Employees who left work before the facility was closed shall use vacation or compensatory time for all scheduled work hours missed.

Section 3: Planned Short-Term Closing

In the event a library department or branch is closed for a pre-planned event lasting three days or less, the library will ensure that the affected employees will lose no compensation for regularly assigned hours of work. This short-term closing may be due to a facility repair, remodeling, or any other incident in which the closing and arrangements can be made in advance. At its sole discretion, management will utilize one or more of the following options to ensure no lost compensation for any regularly scheduled employee during this temporary closing:

(a) An employee will be scheduled to help with the planned project. If the employee is physically unable to assist with the project, the employee shall be assigned to another location or department.

(b) An employee's schedule will be rearranged at her/his location during the week affected by the closing.

(c) An employee will be assigned to another department or location to work.

(d) An employee will be compensated for missed scheduled hours rather than reassigned.

The employee may choose to use paid vacation, compensatory or accrued holiday leave for any portion of or all of the planned closing, rather than to be reassigned or scheduled for the project.

Section 4: Unplanned Short-Term Closing

In the event a library department or branch is closed for an unplanned period lasting three days or less, the library will ensure that the affected employees will lose no compensation for regularly assigned hours of work. This short-term closing may be due to an emergency facility repair, health emergency, or any other event in which the closing is sudden and no prior arrangements had been made in advance.

(a) On the first closed day, employees in the affected location are notified not to report to work and will be paid for missed scheduled hours.

(b) Beginning on the second closed day, it is management's sole discretion to

enact one or more of the following options:

1. Notify employees not to report to work and compensate the employees for their missed scheduled *work* hours.
2. Reassign employees to another department or location to work.
3. Rearrange an employee's schedule at her/his location for the remainder of the affected week .

The employee may choose to use paid vacation, compensatory time, or accrued holiday leave rather than to be reassigned.

ARTICLE XVIII LIBRARY CLOSINGS

Section 5: Planned Long-Term Closing

In the event a library department or branch is closed for a planned event lasting more than three days, the library will explore all options in an attempt to continue employment with no reduction in hours of those regularly scheduled employees in the affected location. A long-term closing may be due to a planned renovation, repair or any other event in which the facility closing is scheduled and arrangements are made in advance. Management shall use the following guidelines:

(a) Management shall explore alternative service options while location is closed.

(b) Affected employees may be assigned to another department or location to work.

(c) Affected employees may be assigned split assignments at different locations to meet assigned number of weekly scheduled hours. Management will make the best effort to assign an employee to only one location for each workday.

(d) Management shall explore all other available options prior to initiating a temporary layoff.

(e) There shall be no layoffs for less than 14 calendar days.

(f) In the event of a temporary layoff, management shall first seek volunteers in the affected location for a voluntary reduction in hours and/or voluntary lay-off.

The employee may choose to use paid vacation, compensatory time, unpaid leave or accrued holiday leave for any portion of or all of the planned closing for up to a ninety (90) calendar day period, rather than to be reassigned or laid off. The Library will pay its share of all group insurance benefits consistent with Article XIX of this Agreement during an unpaid leave, provided that the employee pay her/his share of the premium, such that group coverages are continued through the end of the benefit month. Beginning with the first day of the succeeding benefit month, the employee is responsible for securing alternate insurance benefits. One option is for continued employee participation, at employee expense, in the Library's benefit program.

Section 6: Unplanned Long-Term Closing

In the event a library department or branch is closed for an unplanned period lasting more than three days, the library will explore all options in an attempt to

continue employment with no reduction in hours of those regularly scheduled employees in the affected location. This long-term closing may be due to a natural disaster such as damage from a tornado or a major emergency facility repair, or any other event in which the closing is sudden and no prior arrangements had been made in advance.

- (a) On the first closed day, employees in the affected location are notified not to report to work and will be paid for missed scheduled *work* hours.

ARTICLE XVIII LIBRARY CLOSINGS

(b) For the second and third closed day, it is management's sole discretion to enact one or both of the following options:

- 1. Notify employees not to report to work and compensate the employees for their missed scheduled *work* hours.
- 2. Reassign employees to another department or location to work.

(c) Beginning on Day 4 and for the remainder of the closed days, management shall use the following guidelines:

- 1. Management shall explore alternative service options while the location is closed.
- 2. An affected employee may be assigned to another department location to work.
- 3. An affected employee may be assigned split assignments at different locations to meet assigned number of weekly scheduled hours. Management will make the best effort to assign an employee to only one location for each workday.
- 4. Management shall seek volunteers in the affected location for a voluntary reduction in hours and/or voluntary layoff.
- 5. If options 1 through 4 above cannot be enacted, then the entire staff in the affected location shall be laid off from Day 4 to, at the maximum, Day 14. During Days 4 to 14, an affected employee may take accrued paid vacation, compensatory time, unpaid leave or holiday leave rather than be laid off.
- 6. Beginning on Day 14, the bargaining unit layoff process of ARTICLE IX begins for all bargaining unit employees of the system.

(d) For days 4 to 14, an employee may choose to use paid vacation, compensatory time, unpaid leave or accrued holiday leave, rather than to be reassigned.

Section 7: Reassignments

Reassignments to fill vacancies under this ARTICLE XVIII are unique and shall not be considered temporary transfers as defined in ARTICLE XI, Section 8.

ARTICLE XIX EMPLOYEE BENEFITS

ARTICLE XIX EMPLOYEE BENEFITS

Section 1: Health Insurance

The Library agrees to make available, at a minimum, group health insurance coverage for those employees who are regularly assigned thirty (30) or more hours of work per week. Employees who were enrolled in the health insurance plan at the library as of December 31, 2012, will be grandfathered into the plan regardless of their eligibility.

(a) Plan design for the health insurance program will be the responsibility of the Health Care Committee as referenced in Appendix F of this Agreement.

(b) The library health benefits will be available to an eligible employee if the employee is compensated for at least one day in any benefit month. The library will pay its share of the monthly premium provided that the employee pays her/his share of the premium, such that group coverage is continued through the end of the benefit month. Compensation does not include any vacation, sick, or compensatory time paid to the employee upon separation from employment.

(c) The Library will pay 85% of the premium for full-time employees. Participating employees will be expected to contribute the difference towards the cost of the coverage. Employees working less than 37 ½ hours per week may be asked to contribute more than the 15% difference due to the fact that they are working less than full time hours. The additional costs will be at the library's discretion and will be calculated and communicated prior to an employee's election to participate. All other provisions of this Article will apply to all employees regardless of the number of hours worked.

(d) Employees electing coverage under the group health plan shall be entitled to a spending account which will be for medical care reimbursement and will be totally Library funded. Amounts for reimbursement will be available the first of the month that health care coverage is in place if not the beginning of the calendar year. The annual amount will be no less than \$300 if electing employee only coverage and

no less than \$600 for all other levels of coverage.

(e) All eligible employees electing not to be covered under the group health plan shall be eligible to participate in the benefit options plan hereinafter described in Section 3 of this ARTICLE XIX. All employees who are eligible for coverage at the commencement of the Plan Year must elect prior to the commencement of such Plan Year if they wish to be covered under the health insurance plan or the said benefit options plan.

ARTICLE XIX EMPLOYEE BENEFITS

In the event a part-time employee becomes eligible for coverage during a Plan Year due to an increase in scheduled hours, such employee may elect, if otherwise eligible, to be covered under the health insurance plan commencing with the first day of the first month following such change in hours. In such event, the employee shall also remain covered under the benefit options plan for the balance of the Plan Year. In the event the number of hours which an insured employee is regularly assigned drops below twenty-five (25) hours per week and she/he is thereby rendered ineligible to continue health insurance coverage, such employee shall remain covered under the spending account for employees with health care coverage for the balance of the calendar year.

(f) Spouses of Library employees eligible for health insurance through other employers, will be required to secure their medical coverage through their employers or pay a \$100.00 per month surcharge to MCDL. An employee who feels his or her spouse's insurance is substandard and would create a hardship may seek relief from this surcharge with the Health Care Committee.

(g) Increases of the renewal costs of the health insurance premiums shall be capped at an accumulative maximum of 25% over the life of the contract. In the event that costs rise above the 25% cap, negotiations will be reopened. In addition, if any annual increase in premium exceeds 10%, negotiations may be reopened. Both parties reserve all rights under Ohio Revised Code Chapter 4117 with respect to the reopener.

Section 2: Premium Plan

Any bargaining unit employee who is eligible to participate in the group benefits programs will automatically be set up with pre-tax deductions where allowable and will not be required to elect pre-tax deductions. Employees may, however, elect to have their deductions taken after-tax by putting their request in writing to the HR department. Such an election must be made prior to the beginning of the Plan Year.

Section 3: Benefit Options

All bargaining unit employees who affirmatively elect not to be covered or who are ineligible for the group health insurance plan mentioned above shall become participants in the Medical and Dependent Care Reimbursement Plan, the terms of which are hereby incorporated into this Agreement by reference. Through the Medical and Dependent Care Reimbursement Plan, employees shall be able to use the employer's contribution to pay for certain expenses. Such expenses include:

- medical, prescription drug, optical, and dental expenses which are not covered by insurance;
- dependent care assistance.

ARTICLE XIX EMPLOYEE BENEFITS

An employee who participates in the Medical and Dependent Care Reimbursement Plan shall be provided with a contribution by the Library, such contribution to be calculated annually and based upon the total number of actual compensated hours, as defined in ARTICLE VIII (1) (c), in the designated time period prior to the beginning of the Plan Year divided by the number of weeks in the time period. This figure is the average number of hours compensated per week.

During an employee's first year of eligibility for the plan, she/he does not earn a reimbursement benefit but is accruing compensated hours for determination of benefits for the next Plan Year. The Plan Year is defined as the calendar year.

The time period designated for calculation of total hours is defined as the hours from the first pay received at the beginning of the calendar year to the last pay received in the calendar year.

The contribution by the Library for each plan participant is determined in accordance with the following schedule:

| <u>Average Hours Compensated Per Week</u> | <u>Library Contribution 2013</u> |
|---|----------------------------------|
| 15 – 24.999 hours | \$775 |
| 25 – 37.999 hours | \$975 |
| 38 and above hours | \$1050 |

These amounts are to be deposited into the accounts which the employee elects prior to the beginning of the Plan Year. All elections and designations of accounts must be made in the thirty (30) day period prior to the beginning of the Plan Year. If any monies are not used by the employee in that Plan Year, those monies shall be forfeited and used to fund the accounts of the Medical and Dependent Care Reimbursement Plan in the succeeding year.

The Library has hired an administrator to process claims filed by employees for reimbursement from the Medical and Dependent Care Reimbursement Plan which shall be processed on a quarterly basis or can be paid at the time with the

“Benny Card”. The Library shall provide all forms and documents necessary to assist employees in submitting claims for payment covered by said Plan.

Section 4: Explanation of Benefits

The Library agrees to schedule an annual workshop to explain health insurance and benefit options to bargaining unit employees.

Section 5: Employee Assistance Plan

The Library will provide an Employee Assistance Plan at no cost to the employee for all bargaining unit employees.

**ARTICLE XIX EMPLOYEE BENEFITS
ARTICLE XX WAGES**

Section 6: Special Insurance Programs

The Library may provide, at employees’ cost, various optional forms of insurance such as cancer policies, major illness policies, etc. Premiums for these policies will be set up as payroll deductions, and where possible, will be paid with pretax dollars. These will be available to all employees (unless certain hour requirements are determined for certain policies).

Section 7: Dental and Vision Insurance

The Library shall make available Dental and Vision Insurance at employees’ cost to those employees who are regularly assigned twenty (20) or more hours of work per week.

Section 8: Life Insurance

The Library shall provide group life insurance at a minimum of \$10,000 for those employees who are regularly assigned 25 or more hours of work per week. Such employees may elect, at their own cost, to purchase supplemental life insurance for themselves and their families at open enrollment.

ARTICLE XX WAGES

The hourly wages to be paid the employees covered under the terms and provisions of this Collective Bargaining Agreement shall be as follows:

Section 1: Grade Placement

Employees shall be placed in the appropriate grade level based on their classification and in accordance with Appendix A of this Agreement. Full and part-time employees shall be hired in at the minimum of the appropriate grade. The

Library will, with each contract, review with the Union the wage increases for members of the bargaining unit.

ARTICLE XX WAGES

Section 2: Wages Defined

Salary scale increases will be effective on a specific designated date to coincide with the beginning of a time card cycle as specified in Appendix B.

Section 3: Grade Change - Higher

Employees who permanently move to a position in a higher salary grade by virtue of promotion, reclassification, or other means, unless otherwise set forth in this Agreement, shall receive a five percent (5%) increase, but in no case shall they go over the maximum of that grade. Employees who permanently move to a lateral position shall retain their current hourly rate.

Section 4: Grade Change - Lower

An employee who permanently moves to a position in a lower salary grade through the job posting process, shall be paid at the lower rate of the following two options:

- (a) the employee shall be placed in the lower grade at a rate equal to the midpoint of the salary range for that new grade; or
- (b) the employee shall retain the same hourly rate as currently held in the higher grade.

Section 5: Grade Change by Bumping

Employees who permanently move to a position in a lower salary grade by virtue of bumping, or other means, shall maintain the salary held in the higher grade so long as said salary falls within the salary range for such lower grade, otherwise, the employee shall receive the top rate of the lower grade.

Section 6: Reclassification

The Labor Management Committee, as hereafter described, shall continue to act as a joint analysis committee for the purpose of reviewing reclassification requests from employees, supervisors, or Department Heads. Requests for a reclassification review may be submitted to the Labor Management Committee (L/M) during the months of February or September. Such a request must be based on

changes in the actual duties of the position. Upon receipt of a reclassification request, the L/M shall meet within thirty (30) calendar days to review the request. Such a review may include discussions with the affected employee, the employee's supervisor, or other relevant employees of the Library. If the L/M determines by consensus that the position should be reclassified, it shall within sixty (60) calendar days, make its recommendation in writing to the Director for her/his consideration.

If the L/M determines by consensus that a reclassification is not in order, another request for review may not be made until one (1) year from the initial request.

ARTICLE XX WAGES

Section 7. Longevity Bonus

An employee who has been employed by the Library and is now at the maximum hourly rate for her/his grade level shall receive a longevity bonus whenever other bargaining unit employees receive an increase to their hourly rate. Such bonus shall be an add-on and shall not be rolled into the employee's base rate. The amount of the bonus will be equal to the same hourly rate multiplied times their annual standard hourly pay. The longevity bonus shall be paid to the employee on the payday on which the employee would have otherwise been eligible for an hourly rate increase.

Section 8: Commercial Driver's License (CDL)

Premium pay shall be awarded to employees with a Commercial Driver's License (CDL) for all on-the-road time spent working on vehicles requiring a CDL driver. This includes regularly assigned driving hours and any other driving hours assigned, including but not limited to driving to workshops or conferences in vehicles requiring a CDL. The premium pay rate is \$1.50 per hour above an employee's current base salary and shall be awarded for all on-the-road time plus one-half (1/2) hour for vehicle preparation for each vehicle run.

CDL-related work performed by employees on Sundays and/or holidays not in the normal course of the Library's business, such as fairs, parades, special events, etc. shall be paid at the rate of time and one half. The current hourly rate plus the premium rate shall be added together prior to applying the rate of time and one half.

The Library will make an equitable distribution of premium pay on-the-road time among regularly-scheduled drivers with a CDL.

Employees with a CDL shall drive an MCDL vehicle requiring a CDL a minimum of four (4) hours per quarter to remain eligible for driving such vehicles.

Section 9: Senior-in-Charge

Employees serving as Senior in Charge at the Medina Library or Brunswick Library on evenings (after 5:00 pm) and Saturdays shall be paid an additional \$1.50 per hour for those hours in charge.

Section 10: CDL Trainer

Training pay shall be awarded to the Library designated CDL Trainer. The training rate is \$4.00 per hour for all CDL training related hours. This training pay is in addition to the premium pay referenced in Section 8 above.

ARTICLE XX WAGES

ARTICLE XXI LABOR MANAGEMENT COMMITTEE

Section 11: Emergency Phone Stipend

Facilities Maintenance Technicians and assigned Technology personnel shall receive an additional \$50.00 stipend per week that they are responsible for carrying the emergency cell phone during off hours.

ARTICLE XXI LABOR MANAGEMENT COMMITTEE

The Union and the Library shall maintain a Labor Management Committee (L/M) which shall meet monthly for the purpose of discussing, (in addition to its job analysis responsibilities as above described), any matters pertaining to new or existing employee related programs and policies or to physical facilities within the Library System and to problems with respect to administering this Agreement. Additionally, the Committee shall identify, discuss and attempt to eliminate or reduce circumstances and working situations encountered by the employees in their work environment which are considered by the Committee to present a health or safety hazard. The Committee may also include topics related to Cost Savings within the Library System and working conditions that result including, but not limited to, work loads, work assignments, staffing patterns, and supervisory ratios to bargaining unit positions. The two (2) parties are committed to using a problem solving approach to those matters that come before them. Each party to this Agreement shall designate three (3) members of the L/M Committee. No more than two (2) employees from the same department/small branch may serve concurrently on the L/M Committee. The parties shall mutually agree on meeting dates and times. Such meetings shall be held on Library time.

If it deems it necessary, the Labor Management Committee may request that the federal Mediation and Conciliation Services (FMCS) conduct an evaluation of the Committee to determine the training needs of the Committee. The Committee shall forward the recommendations of the FMCS to the Director for implementation.

ARTICLE XXII PROFESSIONAL TRAINING AND DEVELOPMENT
ARTICLE XXIII ENTIRE AGREEMENT
ARTICLE XXIV WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

ARTICLE XXII PROFESSIONAL TRAINING AND DEVELOPMENT

The Library supports and encourages the efforts of its employees to further their professional education and training. In the event the Library requires an employee to attend professional development conferences, seminars, etc., the Library agrees to compensate such employee, at her/his regular rate of pay, for those hours reasonably required by the employee to attend such conferences, seminars, etc. Additionally, if an employee's attendance is required as aforesaid, the Library agrees to pay any registration fee, travel expenses and reasonable per diem, lodging and/or food costs. If the hours required to attend such conferences, seminars, etc., result in an employee working more than forty (40) hours per week, such employee shall be compensated at time and one-half for those hours in excess of forty (40).

All employees shall receive sufficient training to perform in their positions.

ARTICLE XXIII ENTIRE AGREEMENT

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

ARTICLE XXIV WAIVER OF NEGOTIATIONS
DURING TERM OF AGREEMENT

The Library and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall

voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter of subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

ARTICLE XXV NEGOTIATION AND DISPUTE RESOLUTION PROCED
ARTICLE XXVI TERM OF AGREEMENT

ARTICLE XXV
NEGOTIATION AND DISPUTE RESOLUTION PROCEDURES

Section 1: Dispute Settlement Procedures

The dispute settlement procedures set forth in this Agreement shall govern negotiations conducted between the Board of Trustees of MCDL and the Union and shall be the agreement of the parties hereto, and shall supersede the procedures set forth at O.R.C. 4117.14 and related sections and regulations. If the parties mutually agree to an Interest Based Bargaining format in negotiations subsequent to this Agreement, they may negotiate ground rules that supersede these procedures.

Section 2: Tentative Agreement

When tentative agreement is reached through negotiations, the tentative agreement shall be reduced to writing and shall be submitted to the Union membership for approval. After approval, the tentative agreement will be submitted for approval to the members of the Board at its next meeting or at a meeting called especially for that purpose. After approval by the Board and after signatures on behalf of the parties, the Agreement shall become part of the official minutes of the Board. Each negotiating team shall urge and recommend approval of the tentative agreement.

Section 3: Federal Mediation

If either party at any time determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, either party may request the Federal Mediation and Conciliation Service ("FMCS") to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement.

Section 4: Unresolvable Differences

If after forty-five (45) calendar days from the invoking of mediation the Union feels that the matter cannot be resolved through the procedures outlined above, it may engage in any activity permitted by Chapter 4117 of the Ohio Revised Code, upon ten (10) calendar days notice to the Library and to the State Employment Relations Board.

ARTICLE XXVI TERM OF AGREEMENT

ARTICLE XXVII SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the date and year first above written.

SEIU/District 1199 WV/KY/OH


Becky Williams, President

1/3/13
Date

MEDINA COUNTY DISTRICT LIBRARY


Adrienne Appleby-Burgs, Board President

12.14.12
Date

MEDINA COUNTY DISTRICT LIBRARY

UNION GRADE CLASSIFICATION SYSTEM

| <u>GRADE</u> | <u>JOB TITLE</u> |
|--------------|--|
| 1 | COMMUNITY RELATIONS CLERK |
| 2 | DELIVERY/MAINTENANCE CIRCULATION CLERK COLLECTION RESOURCES PROCESSING CLERK PROFESSIONAL RESOURCE CENTER CLERK |
| 3 | TECHNOLOGY ASSISTANT COMMUNITY RELATIONS ASSISTANT WEB SPECIALIST |
| 4 | LIBRARY ASSOCIATE TECHNOLOGY ASSOCIATE COMMUNITY RELATIONS ASSOCIATE FACILITIES MAINTENANCE TECHNICIAN |

APPENDIX A

MEDINA COUNTY DISTRICT LIBRARY

UNION SALARY SCALE

2012 New Hire Rates

- 1** \$ 9.63
- 2** \$10.59
- 3** \$12.30
- 4** \$14.17

2013 Structure

| Grade | Minimum | Midpoint | Maximum |
|--------------|----------------|-----------------|----------------|
| 1 | \$ 9.82 | \$11.31 | \$12.81 |
| 2 | \$10.80 | \$12.45 | \$14.11 |
| 3 | \$12.55 | \$14.46 | \$16.37 |
| 4 | \$14.45 | \$16.65 | \$18.86 |

2014 & 2015 Structure

| Grade | Minimum | Midpoint | Maximum |
|--------------|----------------|-----------------|----------------|
| 1 | \$10.07 | \$11.59 | \$13.13 |
| 2 | \$11.07 | \$12.76 | \$14.46 |
| 3 | \$12.86 | \$14.82 | \$16.78 |
| 4 | \$14.81 | \$17.07 | \$19.33 |

Hourly Rate and/or Longevity Bonus increases for each year:

- Effective **12/30/2012** – 2½% Across the board increase on base hourly rate or longevity bonus of 2½% if at maximum; if base hourly rate increase is less than 2 ½% to reach maximum, the remainder of the 2½% will be in the form of a bonus.
- Effective **12/29/2013** - 2 ½% Total structure increase on the minimum, midpoint and maximum; employees will receive the increase on base hourly rate.
- Effective **12/28/2014** – 2% Across the board increase on base hourly rate or longevity bonus of 2% if at maximum; if base hourly rate increase is less than 2% to reach maximum, the remainder of the 2% will be in the form of a bonus.

No increase will be awarded while an employee is on probation. However, upon completion of their probation period, if an increase has been awarded, they will receive it at that time.

Appendix B

LETTER OF AGREEMENT

JOB DESCRIPTIONS REVIEW PROCESS

The following is the agreement between the Medina County District Library and the District 1199 bargaining teams:

The Library shall create a committee to review the position descriptions in their entirety for accuracy and relevancy every three (3) years. This committee will convene no earlier than eighteen (18) months before the expiration of the contract and no later than fifteen (15) months.

The committee shall revise them, when necessary. The committee may seek staff input during this process.

The work of the committee shall be turned over to the Labor/Management Committee for review. The Labor/Management Committee has a maximum of three (3) months to complete their review. The Labor/Management Committee shall then make its recommendations to the Director no later than nine (9) months prior to contract expiration.

Medina County District Library

District 1199

February 1, 2010
Date

February 1, 2010
Date

APPENDIX C

LETTER OF UNDERSTANDING

VOLUNTEERS

The following is the understanding of the District 1199 and the Medina County District Library bargaining teams:

Volunteers working at the various locations of the Library shall be identified by means of "volunteer" badges which each will be required to wear. The Library will designate one individual at each location (and one for each floor at the main branch in the City of Medina) who shall be conversant with the names of the volunteers, the jobs that they will be performing, and the approximate length of their service to the Library.

Changes to the Volunteer job description will be reviewed with the Labor Management Committee prior to being implemented. This will mainly deal with work that is available for volunteers throughout the system. Volunteers shall not be asked to do bargaining unit work.

Medina County District Library

District 1199

February 1, 2010

Date

February 1, 2010

Date

APPENDIX D

LETTER OF AGREEMENT

DRUG POLICY AND PROCEDURES

The following is the agreement between District 1199 and the Medina County District Library bargaining teams:

The Medina County District Library has established a Drug/Alcohol Free Workplace Policy. Proposed revisions or additions to the present drug policy and procedures of the Medina County District Library shall be presented in writing to the Union. The Union retains all of its rights under the collective bargaining law of Ohio, R.C. 4117.08.

Medina County District Library

District 1199

February 1, 2010

Date

February 1, 2010

Date

APPENDIX E

LETTER OF AGREEMENT

HEALTH AND WELLNESS COMMITTEE

The following is the agreement between District 1199 and the Medina County District Library bargaining teams:

1. The Library and the Union shall maintain the Health and Wellness Committee composed of two (2) employees appointed by the Union and the Union Executive Board Member and three (3) Management representatives. The committee will review group health, dental, and vision insurance plan alternatives, changes in coverage and cost containment measures. This will also include the selection of a vendor to provide each type of coverage. Final recommendations of this committee will require MCDL Board approval.
2. This committee will limit its authority to plan design issues and not to issues pertaining to Library subsidy of premium or to the percent of premium paid by participating employees. These issues will be subject to negotiations between the Union and the Library.
3. This committee will oversee the operations of the Wellness Program including design and approval of various activities, periodic review of participation in the program, and ongoing interaction with the wellness vendor.

Medina County District Library

District 1199

February 1, 2010

February 1, 2010

Date

Date

APPENDIX F