

STATE EMPLOYMENT
RELATIONS BOARD

FINAL - 2

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COLLECTIVE BARGAINING AGREEMENT

K #30408

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION DISTRICT 1199, WV/KY/OH, THE
HEALTH CARE AND SOCIAL SERVICE UNION, CTW, CLC

AND

THE BOARD OF TRUSTEES OF WILLOUGHBY-EASTLAKE PUBLIC LIBRARY

Effective: January 1, 2013
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ARTICLE I

PURPOSE

1.01 Parties to Agreement. This Agreement is entered into between the Willoughby-Eastlake Public Library, hereinafter referred to as the "Employer," and Service Employees International Union District 1199, WV/KY/OH, The Health Care and Social Service Union, CTW, CLC, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.

1.02 Intent of Agreement. This Agreement is designed to provide a fair and reasonable method by which the Employer employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the Employer and the staff.

1.03 The parties agree to maintain, encourage and assure the dignity of and mutual respect among all staff members at the Library. The intent and purpose of the Agreement are to establish harmonious and productive relationships between the Employer and the staff who are subject hereto; to clarify certain rights, privileges and obligations of the parties together with certain working conditions; and to establish an amicable process of collective bargaining.

ARTICLE II

RECOGNITION

2.01 Pursuant to certification by the State Employment Relations Board of the results of the representation election conducted on March 26, 1996, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time employees employed in the positions listed on Appendix A, excluding all temporary and casual part-time employees and all other employees of the Employer not listed on Appendix A, attached hereto.

2.02 Casual part-time employees shall be those employees regularly scheduled to work fewer than twenty (20) hours per pay period.

ARTICLE III

NON-DISCRIMINATION

3.01 Non-discrimination. The Employer and the Union recognize their respective responsibilities under Federal and State civil rights law, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, creed, national origin, age, sex, sexual orientation, disability, or marital status.

3.02 Sexual Harassment. The parties agree that sexual harassment is an offensive form of discrimination and agree that acts of sexual harassment and acts which give the appearance of sexual harassment are prohibited.

ARTICLE IV

RIGHTS

4.01 Management Rights. Except as expressly limited by the written terms of this Agreement, the Employer retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in Ohio Revised Code Section 4117.08. These include but

are not limited to the power, rights and authority to: 1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion and policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure; 2) Direct, supervise, evaluate, or hire employees; 3) Maintain and improve the efficiency and effectiveness of Employer operations; 4) Determine the overall methods, processes, means or personnel by which Employer operations are to be conducted; 5) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees; 6) Determine the adequacy of the workforce; 7) Determine the overall mission of the Employer as a unit of government; 8) Effectively manage the workforce and hours of operation; and 9) Take actions to carry out the mission of the Board as a governmental unit.

4.02 Rights of Individuals. Bargaining unit members shall be free to join or not to join the Union as they may choose, to participate in negotiations, to process grievances, and to exercise such other rights as they may have under Ohio Revised Code Section 4117.03. There will be no reprisals of any kind, or threats thereof, taken against any employee by reason of her/his membership or non-membership in the Union, or participation or nonparticipation in any of its activities, or participation in the grievance procedure.

4.03 Personnel Files. The Employer shall maintain up-to-date files on all employees of the Employer, and the originals or copies of all forms, requests, correspondence, and other materials relating to employees shall be included in their files. Medical information is maintained in a separate confidential file. Employees have the right to add complimentary materials to their files at anytime.

4.04 All employees shall have the right to inspect their personnel and medical files. An Employer representative will be present during such inspection. The file shall be made available for review and inspection within a reasonable length of time, not to exceed two (2) working days. If any material is adverse, the employee will be given the opportunity to place an appropriate response in the file. Employees may make, at their own expense, a copy of materials placed in the file other than form letters of recommendation solicited for initial employment.

a) Employees will receive copies of any and all disciplinary and performance-related materials placed in their personnel file. There shall be no disciplinary action documents in employee files which they have not had an opportunity to review and sign.

b) If anyone other than the employee, the employee's supervisor and those Administrative personnel whose responsibilities include the review and upkeep of the personnel files, requests to inspect or copy part or all of an employee's personnel file, the Director or her/his designee shall notify the employee as soon as possible of the person making the request.

c) Written disciplinary documents shall be removed from an employee's personnel file twenty-four (24) months after entry provided no further discipline for a similar infraction has occurred since that incident.

4.05 Union Business. The internal business of the Union will be allowed on Employer premises but will be conducted during the non-duty hours of the employees involved except as expressly provided for in this entire Agreement.

4.06 Release Time. The Union Delegates shall be permitted to use up to seventy-two (72) hours per year of paid, non-cumulative release time for the conducting of Union business,

provided that she/he informs her/his supervisor at least one (1) week in advance of the proposed usage or as scheduling permits.

4.07 The Union shall be represented by an Executive Board Member who will be granted two (2) days off without pay up to four (4) times a year to attend Union Executive Board Meetings. Requests shall be made in writing at least thirty (30) days in advance or as schedule permits.

4.08 The designated Union delegates and Executive Board Member granted up to two (2) work days off without pay each year of the contract for the purposes of attending Union educational programs. Requests shall be made in writing at least thirty (30) days in advance or as schedule permits.

4.09 Union Executive Board Member and Delegates shall be allowed a reasonable amount of time for investigating and processing grievances which cannot be handled during non-working hours. Such activities shall not significantly interfere with the operations of the Employer or the performance of duties by any employee. The Union Executive Board Member and Delegates will inform their supervisors and department coworkers when attending to Union business on Employer time. If the Union is called to a meeting by the Employer, it shall be considered paid work time.

4.10 Negotiating teams shall be composed of not more than four (4) members and designated alternates. The Board and the Union will identify the members of their negotiating teams. The members of the Union negotiating team shall receive paid release time for one-half (1/2) of all hours of the negotiating sessions with the Employer for a new Agreement.

4.11 Bulletin Boards. Duly authorized members of the Union shall have the right to use a bulletin board in each Employer building for the purpose of posting Union notices. Such bulletin boards shall be used only for such information as meeting notices, elections, names of representatives and officers of the Union, and other general, noncontroversial matters concerning the business of the Union.

4.12 Internal Mail. The Union may communicate with members of the bargaining unit and/or members of the Union by the Employer's internal distribution system concerning the business of the Union. The Union also shall furnish copies of its local Union newsletter to the Director.

4.13 E-mail: The Union may communicate with management via e-mail. The Employer's e-mail system cannot be used for Union election purposes. All Union communications sent on the Employer's e-mail system must be informative, professional in tone, and must follow Board Policy.

4.14 Board of Trustees Meetings. The Employer will accommodate the need of the Executive Board Member or designee to attend Board of Trustees meetings.

4.15 Office and Meeting Rooms. The Union may use Employer meeting rooms at no charge for delegate or membership meetings by scheduling the use of rooms with each building. The Union will make every reasonable effort to provide seventy-two (72) hours advance notice of such meetings. The Union shall be subject to the meeting room policies as set forth by the Board of Trustees.

4.16 The Union shall have the right to use the Employer's typing and word processing equipment, to copy material (not on Employer time) on the Employer's photocopy machine, and to use the Employer's FAX machine, reimbursable by the Union at the Employer's actual cost.

4.17 Cope Deductions. The Employer shall withhold Political Action Fund Contributions from the checks of those employees who submit a voluntary payroll deduction form authorizing such deduction. The Employer shall remit to the District 1199 monthly the total checkoff amount along with a list of names and amounts deducted from the employees.

4.18 New Hire Orientation. Management will allow Executive Board Member/Delegate to hold new member orientation meeting during the Employer's regular scheduled orientation. The purpose of the time allotted shall be to introduce the newly hired bargaining employee(s) to the collective bargaining agreement, identify the Union leadership, and provide the contract.

ARTICLE V

DUES DEDUCTION & FAIR SHARE FEES

5.01 The Employer will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing their signature. The Employer'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.

5.02 All employees who are covered by this agreement and who are not members of the Union and who have been employed by the Employer for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article V.

5.03 The Employer shall deduct from the pay of each non-member of the recognized bargaining unit a fair share fee in an amount determined by the Union, but no greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the fifteenth (15th) 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.

5.04 The Union shall indemnify and hold the Employer 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 Employer for the purpose of complying with any of the provisions of this paragraph, or in reliance on any notice or authorization form furnished under any of the provisions of this paragraph.

5.05 Any employee who is a member of the union will remain a member of the Union unless she/he gives written notice to the Union of her/his desire to terminate such membership. At that point, the employee shall be subject to the fair share fee set forth in this paragraph.

5.06 Upon hire, the Employer will provide each new employee in a bargaining unit position with a copy of this Agreement. The Employer, as an accommodation to the Union, will provide new hires with cards authorizing payroll deduction in accordance with this Article V and shall forward the same to the Union upon execution by the employee.

5.07 The Executive Board Member shall be notified on a monthly basis, in writing, of all new bargaining unit hires, including their name, date of hire, job classification, salary, department/building, hours worked. In addition, the list shall include any promotions, demotions, and transfers (with the employees' previous and new classification, salary, hours worked and work location); terminations and resignations; and leaves of absence. The Employer shall provide the Union with a seniority list of the bargaining unit during the months of January and July of each year. The seniority list shall include the name, job classification, wage rates, hiring dates and seniority for each employee.

5.08 Payroll Deductions. The Union agrees that it will indemnify and save the Employer harmless from any action which may result from deductions from the pay of bargaining unit members for Union dues and fair share fees. The Union assumes full responsibility for the use and disposition of funds so deducted once they have been remitted to the Union.

ARTICLE VI PROHIBITION OF STRIKES AND LOCKOUTS

6.01 The Employer agrees that there will be no lockout in connection with any labor dispute during the life of this collective bargaining agreement. The Union agrees for itself, its agents, officials, representatives, officers and members that, during the life of this collective bargaining agreement, neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike or work stoppage.

6.02 During the life of this Agreement, the Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article 6. In the event any violation of this Article 6 occurs, the Union shall promptly notify all employees that the strike, or work stoppage, is prohibited and is not in any way sanctioned or approved by the Union 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 Employer), such notice requesting that the employees cease such activity and return to work immediately.

ARTICLE VII PROBATIONARY PERIOD

7.01 All persons newly appointed to bargaining unit positions shall serve a probationary period of six (6) months. The Employer may extend the probationary period for such employees up to an additional three (3) months. The Employer shall notify the employee and the Executive Board Member in writing of such an extension before the end of the first six (6) month probationary period. During the probationary period, an employee is entitled to all the benefits of this Agreement, except that she/he may be disciplined at the discretion of management, or discharged at the discretion of the Director. Such discipline or discharge shall not be subject to the grievance procedure set forth in this Agreement. If probation is extended the employee shall receive a third evaluation prior to the end of the extended probationary period. Regular employment status is granted upon successful completion of the probation.

7.02 Employees in paragraph 7.01, above, who are regularly scheduled for twenty (20) hours or more per week shall receive the key and security code for the building they are assigned to upon completion of three (3) months of employment.

ARTICLE VIII

PERFORMANCE EVALUATIONS

8.01 Supervisors will evaluate employees twice during their probationary period, and thereafter on an annual basis. The purpose of an evaluation is to inform the employee of any strengths and/or weaknesses she/he may have in her/his performance, to provide the employee with additional instructions on improvement needed, to enable the employee to ask questions and make suggestions regarding the work of her/his assigned department or building, and to include suggestions for career and personal development. Supervisors will make a concerted effort to give feedback about problems as they arise to enable an employee to take corrective efforts to improve her/his performance.

8.02 The evaluation form will be completed by the supervisor, with input from the Building/Department Manager. The supervisor will meet privately with the employee in a non-public area allowing sufficient time for discussion. The Building/Department manager may also be in attendance. The employee must sign the form to indicate only that she/he has seen the evaluation. The Employer shall supply each employee with a copy of her/his completed performance evaluation. An employee may add a written response to her/his evaluation that will be included in her/his personnel file.

8.03 The Employer will provide the union with a copy of the evaluation tools to be utilized, which will set forth the criteria and standards to be used in evaluating employees in each classification. Before a new evaluation tool is adopted, a committee shall review it. The Committee shall be composed of equal representatives of the Employer and the Union, appointed by the respective parties.

8.04 An employee may request a meeting with the Director within seven (7) working days of the receipt of her/his performance evaluation. A meeting shall be held with the employee, a Union representative of her/his choice (if desired), the employee's Building/Department Manager, and the Director. The Director may revise or hold firm to the performance evaluation, in his or her discretion, as a result of this meeting. No appeal of the Director's determination may be made through the grievance and arbitration procedure.

ARTICLE IX

HOURS OF WORK AND OVERTIME

9.01 Hours of Work. The workweek begins at 12:01 a.m. Sunday and ends at midnight Saturday. The workweek for full-time employees shall be a regular schedule of forty (40) hours. The workweek for part-time employees shall be a regular schedule of less than forty (40) hours. The term "working day" as used in this Agreement excludes days that the Administration office is closed, as well as days that the branch library in question is closed to the public.

9.02 Scheduling. All employees are scheduled according to Employer needs. The Employer shall attempt to schedule all employees in a consistent fashion so that employees shall have regular days off and predictable working times. Scheduled hours for part-time employees, however, may vary as scheduling needs dictate.

9.03 An employee desiring a change of scheduling will consult with their supervisor at the earliest opportunity. The manager and employee will work together to explore scheduling options. In all circumstances, the staffing needs of the Employer must be met. Established patterns may be altered if scheduling needs dictate. Employees may work Friday and Saturday with another day off during the week if such a schedule may be accommodated. Teamwork and cooperation by all staff members within each department will facilitate the scheduling process.

An individual seeking accommodation of needs may have to give up something in the process. Individual needs/commitments are not limited to education. An employee must provide management with a current copy of their course schedule if the employee is requesting adjustment to their work schedule due to educational needs. If it is found that a specific schedule arrangement is not in the best interest of the Employer and/or staff involved, it will be revised.

9.04 Employee work schedules will be distributed to employees at least fourteen (14) calendar days before the beginning of the period covered by the work schedule. Distributed schedules, apart from substitute hours, shall not be changed without the knowledge and consent of the affected employee. Approved leave may not be cancelled less than two (2) working days before the day of the scheduled leave if a substitute has been scheduled to cover the leave. Substitute hours used to cover an approved leave may be cancelled if the leave is cancelled, provided that the substituting employee is notified of such cancellation at least one (1) working day before the scheduled shift. Employees may switch work schedules with the approval of their immediate supervisor. Except for illness or unforeseen circumstances, notification of switches shall be submitted at least forty-eight (48) hours in advance. Schedules shall be corrected as soon as the changes are received.

9.05 Employees, excluding pages, shall not be regularly scheduled to work more than two (2) Saturdays per month (except in a month with five (5) weekends) or more than two (2) evenings per week, except at the employee's request. However, an employee may request to work more than two (2) Saturdays per month or more than two (2) evenings per week. An employee may be requested to work more than two (2) Saturdays per month or more than two (2) evenings per week if the Employer, after reasonable effort and communication with the affected employee, cannot avoid such schedule. Employees shall not be scheduled to work a split shift unless such scheduling is at the employee's request.

9.06 Effective with the second pay period in January each calendar year, the Employer shall switch the regular Friday/Saturday rotation of employees from the previous calendar year for those employees regularly scheduled for such rotation. Except for pages, employees shall not be scheduled for a shift of less than three (3) hours unless it is upon their request.

9.07 If new programs or other conditions require substantial and permanent changes in scheduling the Employer agrees to notify the Union prior to the implementation of such changes. Employees required to prepare programs, exhibits or special projects either for the public or for other staff members at the request of the Employer shall be given a reasonable amount of time off the floor, at the discretion of the supervisor, to prepare the program or exhibits. Such preparation time shall not be unreasonably denied.

9.08 No employee shall be involuntarily scheduled to interrupt an approved vacation because of weekend hours. For purpose of this provision, weekend hours are Saturday and Sunday hours. An employee may decline without prejudice to interrupt a vacation schedule to cover a weekend schedule. Employees are expected to check their WEPL work email during each shift worked.

9.09 Meal Periods and Breaks. Employees who work four (4) or more consecutive hours, but less than 6 consecutive hours will get one (1) paid fifteen (15) minute break. Employees who work six (6) or more consecutive hours, but less than eight (8) consecutive hours, will receive one (1) paid thirty (30) minute meal period. Employees who work eight (8) or more consecutive hours in the course of a single day will receive two (2) paid fifteen (15) minute breaks, and one (1) paid thirty (30) minute meal period. Meal periods are the employee's own time and may be used as she/he wants. Supervisors shall not request an employee to work during her/his

mealtime. Neither breaks nor meal periods may be taken at the beginning or end of the workday to shorten the day. Breaks cannot be used together to extend the length of a break, nor can they be used in conjunction with the meal period in order to extend the length of the meal period.

ARTICLE X

OVERTIME AND PREMIUM COMPENSATION

10.01 Except as noted elsewhere in this Agreement, employees shall be paid one and one-half (1 ½) times their applicable rate of pay or shall receive compensatory time at the rate of one and one-half (1 ½) times their applicable rate of pay, at the discretion of the Employer, for all hours worked in excess of forty (40) hours in any work week. The employee's request for use of unused compensatory time will be approved by the supervisor if scheduling permits.

10.02 For purposes of computing overtime, paid meals, vacation, sick leave, holiday leave and other paid leaves shall not be considered as hours worked. Employees will be compensated or receive compensatory time for that additional time at their regular hourly rate. Compensatory time may be used in fifteen (15) minute increments. Compensatory time should be used within thirty (30) calendar days.

10.03 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., excluding voluntary levy campaign work, shall be paid at the rate of time and one-quarter (1 ¼) her/his regular hourly rate for all actual hours worked on such Sundays and at the rate of time and one-quarter (1 ¼) her/his regular rate of pay for actual hours worked on holidays unless such hours are worked in the manner described in paragraphs 10.01 and 10.02.

10.04 Prior approval for overtime work must be obtained from the Director or her/his designee except in cases of emergency. The Employer will award overtime to the most senior employee, based on the building's posted department seniority list (example: Willowick Circulation), who is interested in working overtime.

10.05 Emergency Call-Outs. Time and one-half (1 ½) of the basic hourly rate for a minimum of two (2) hours will be paid when a full-time employee is required by a supervisor to return to work in excess of her/his regular shift, or is "called out" beyond her/his regular shift. Employees who are "called out" shall receive not less than two (2) hours notice to report to work except in an emergency. The Employer will make every effort to notify employees who are to be "called out" as soon as possible.

10.06 Bookdrop. The Employer will seek bargaining unit volunteers first from the building's key holding circulation employees, then from the building's other key holding employees, to empty the bookdrop as authorized by management. If discharging is authorized, the assigned volunteer must have sufficient training in circulation procedures, as determined by management. If no one volunteers, the Employer will assign eligible circulation employees on a rotating basis. Employees shall be paid time and one-half (1 ½) the regular hourly rate of pay for such time worked, with a minimum guarantee of one-half (1/2) hour, with respect to authorized emptying.

10.07 Meetings. An employee who is required by the Employer to attend a meeting during hours when she/he is not scheduled to work shall have her/his work schedule adjusted within the work week in which such meeting occurred by reducing the time such employee shall be required to work by the amount of time required to attend such meeting.

ARTICLE XI

SUNDAY HOURS

11.01 Sunday hours are over and above the regular scheduled workweek. All public service employees (bargaining unit and non-bargaining unit) will be scheduled for Sunday hours during a designated time period set by the Board of Trustees. Each manager or supervisor shall prepare the Sunday schedule for the building covering the designated time period set by the Board of Trustees. Schedules will be distributed a minimum of four (4) weeks in advance of the first authorized Sunday. All current eligible public service employees, at the time Sunday schedules are distributed, will be scheduled for Sundays on a rotating basis. Employees in the position of Grade 3 Inter Library Loan page as of December 22, 2009, will also be scheduled for Sundays on a rotating basis.

11.02 When an employee scheduled to work on a Sunday is ill, she/he shall exhaust the entire substitute list to find a replacement, and notify the assigned Manager in charge of their absence. Employees who report off sick on a Sunday shall have no sick time deducted and shall not be required to make up time lost. Such employees will not be paid for the Sunday. Employees may switch or give away Sundays with the approval of management. Other scheduling holes will be filled by using the Sunday substitute list. The Employer shall remain closed on Easter Sunday, the Sundays before Memorial Day and Labor Day.

11.03 Time off benefits will not accrue for Sunday hours. If bargaining unit employees work on Sunday outside their regular classification, they shall receive the pay at the starting rate of the position in which they are substituting.

11.04 The Employer may maintain a list of qualified employees wishing to be considered for Sunday substitute hours. The list will be made available to all supervisors. A qualified employee may add or remove her/his name from the list at any time. Qualified means an employee who has completed probation or the ninety (90) day trial period within her/his department or has sufficient training in the department, as determined by management.

11.05 Substitute hours shall be offered in the following order (Extra hours will be awarded to the most senior employee who expresses an interest in being awarded the hours). First, bargaining unit Volunteers assigned to the department. Second, employees from the Sunday substitute list of the same classification (regardless of building). Pages can substitute in any page grades, as can any staff member with an acceptable driving record who wishes to substitute as a Delivery Driver. Pages substituting in a different department, or substitute hours for the Delivery Driver, are canvassed at this step. Third, employees from the Sunday substitute list from a different classification (regardless of building). Fourth, non-bargaining unit substitutes to work at the circulation and reference desks (Non-bargaining unit substitutes will be limited to reference and circulation work). Fifth, external substitutes.

11.06 Managers will canvas the second and third groups simultaneously, but will award substitute hours according to the order above.

ARTICLE XII

PART-TIME EMPLOYEES

12.01 Part-time employees regularly scheduled to work twenty (20) hours or more per week on a regular basis shall have all wages and benefits prorated on the basis of the percentage of the hours each individual works compared to a full-time schedule of forty (40) hours per week.

12.02 Employees regularly scheduled to work from twelve (12) to under twenty (20) hours per week on a regular basis are entitled to vacation, holiday and personal leave benefits (but not insurance benefits) after three (3) calendar years of employment with the Employer.

12.03 Employees regularly scheduled to work under twelve (12) hours per week on a regular basis are not entitled to benefits except for eight (8) hours of non-cumulative personal leave per calendar year, as described in Article XXVII of this Agreement.

12.04 Employees without time-off benefits that accept extra hours do not earn benefits for those hours until they are eligible for benefits under Article XII.

ARTICLE XIII STAFFING

13.01 Subcontracting. The Employer will notify the Union of decisions to subcontract work currently performed by bargaining unit employees before such decisions are implemented, such notice will be in writing and to be provided at least thirty (30) calendar days before such decisions are implemented. Upon request of the Union, the Employer will bargain regarding the effects of subcontracting on the wages, hours or terms and conditions of employment of the employees in the affected job classification(s). This notice will provide the Union with an opportunity to bargain to retain the work. The Employer's current contracting-out work as of May 1, 1997, is not a violation of this provision.

13.02 Restructuring. In the event the Employer eliminates departments or branches or combines departments or branches, the Employer will give the Union thirty (30) days advance notice and thereof will negotiate with the Union on the effect of such changes on members of the bargaining unit.

13.03 Volunteers, Practicum Students and Bargaining Unit Work. The Employer shall not use volunteers or non-bargaining unit employees in a manner that results in the displacement or layoff of bargaining unit employees or in the replacement of a bargaining unit position, or otherwise erodes the bargaining unit. Practicum students will work under the direction of management alongside bargaining unit members. The Employer's current practice as of May 1, 1997 regarding the use of non bargaining unit staff is not a violation of this provision.

13.04 Substitute Policy. The Employer may in its discretion maintain a substitute pool for all classifications. Substitutes may be used to cover vacation scheduling, sick leave, leaves of absence, to cover a vacancy pending the awarding of a position under the job posting or bumping procedures, to cover professional time off and to ensure adequate staffing levels. Substitutes shall not be used to avoid filling a vacancy or creating a bargaining unit position or to erode the bargaining unit in any way.

13.05 Additional Hours for Part-Time Employees. The Employer may maintain a list of qualified part-time employees wishing to be considered for substitute or temporary hours. The list will be made available to all supervisors. A qualified part-time employee may add or remove her/his name from the list at any time. Qualified means an employee who has completed probation or the ninety (90) day trial period within her/his department or has sufficient training in the department, as determined by management.

13.06 Substitute hours shall be offered in the following order: First, part-time employees assigned to the department; second, employees from the internal substitute list of the same classification (regardless of building). Pages can substitute in any page grades, as can any staff

member with an acceptable driving record who wishes to substitute as a Delivery Driver. Pages substituting in a different department, or substitute hours for the Delivery Driver, are canvassed at this step; third, employees from the internal substitute list from a different classification (regardless of building); fourth, non-bargaining unit substitutes to work at the circulation and reference desks (Non-bargaining unit substitutes will be limited to reference and circulation work); fifth, external substitutes.

13.07 Managers will canvas the second and third groups simultaneously, but will award substitute hours according to the order above.

13.08 If part-time bargaining unit employees work as substitutes outside their regular classification, they shall receive the pay at the starting rate of the position in which they are substituting. Employees without time-off benefits do not earn benefits for additional/substitute hours.

13.09 The Employer will award extra hours among part-time employees, based on building's posted departmental seniority list (example Willowick Circulation), then the currently posted system-wide seniority list. Extra hours will be awarded to the most senior employee who expresses an interest in being awarded the hours. The Employer will not use extra hours worked by part-time employees to delay or avoid creating a new job or filling a vacancy.

13.10 In the event of an urgent need to fill substitute hours at short notice, management will first canvas bargaining unit employees, with the understanding that the primary function of management in these emergency circumstances is to ensure that there is adequate staffing. Staff already scheduled for vacation or personal time on a day are not eligible to substitute for that day. If an employee uses vacation/personal hours equal to their authorized weekly hours, the employee is not eligible to substitute for that week.

13.11 Temporary Employees. The Employer shall not maintain a temporary bargaining unit position for a period of time in excess of ninety (90) calendar days. The Employer shall not use temporary employees to avoid filling or creating a bargaining unit position. The Employer shall inform the Union in writing of all temporary employees and their date of hire.

13.12 All temporary hours for bargaining unit work shall be offered first to qualified bargaining unit employees who can meet scheduling requirements prior to offering such temporary hours to other individuals. If an employee is not eligible for benefits under other articles of this Agreement and accepts temporary hours, such employee will not qualify for benefits by accepting the additional temporary hours.

13.13 Special Assignments. The Employer may, in case of a limited time special project, assign employees from various departments and/or job classifications to carry out the task of said projects. In advance of such assignments, the Employer shall notify the Executive Board Member seven (7) work days in advance of the specific duties to be assigned and the amount of work time to be allotted to completion of the project. If the Union so requests, the project supervisor will meet with the delegate(s) of the affected employees and Executive Board Member to discuss the project.

13.14 Covering Circulation Desk. It is agreed that reference personnel can be required to train for circulation procedures.

13.15 Cooperative Systemwide Staffing. The Employer will seek volunteers to fill in at other buildings due to staffing shortages arising from the use of paid or unpaid leave, staff meetings, training or an emergency which leaves a building short staffed. If more than one (1) staff member volunteers, seniority will apply and the volunteer with the most seniority will be sent. If there are no volunteers, reverse seniority will apply, and the employee with the least seniority will be sent. Seniority will not apply in cases where scheduling an employee would require the employee to split her/his hours between sending and receiving worksites where a more senior employee could work all her/his hours at the receiving worksite.

ARTICLE XIV

JOB CHANGES AND POSTING

14.01 Position Notification. When a position vacancy occurs or a new position is created, and the Employer desires to fill that position the Employer shall distribute a notice of the position to Staff and the Executive Board Member. Exceptions to this notification policy include: elimination of a position; vacancies filled by recall from layoff; temporary transfer of an employee as defined in paragraph 14.13, below; and, with the agreement of the Union, reassignment of hours to other employees. (A position vacancy includes temporary, full-time and part-time positions.) Bargaining unit job notices shall not be rewritten by the Employer after they are distributed. The Employer retains the right to solicit outside applications for posted positions. The notice shall contain the position classification grade, department, hours of work per week, and schedule requirements. Job descriptions stating the minimum qualifications, wage rate and essential functions are available on the WEPLNET.

14.02 All internal applications timely filed will be reviewed in determining whether an applicant is qualified. The deadline shall be the start of business, the next business day following the seven (7) day notification period. The deadline shall be included when information on the position is distributed. The application must be received by the deadline at the specific location where the vacancy occurs. Employees who are on probation or who do not meet the deadline for applying for a position set forth in this paragraph, shall be considered on the same basis as outside applicants. They shall not be credited with the preference for seniority set forth in paragraph 14.06 of this Article.

14.03 Position Bidding. Bargaining unit position vacancies and new positions shall be awarded on the basis of qualifications. "Qualified" shall be defined as possessing the prerequisite skills and abilities as contained in the job description to satisfactorily perform the required work. Consideration shall be given to skill, ability, education, punctuality, reliability, performance evaluations and overall Library and related experience. An employee is disqualified and will not be allowed to bid to a building location where his or her spouse, child, parent, grandparent, grandchild, sibling, spouse's child, parent, grandparent, grandchild, sibling, and any relative or significant other regularly residing in the employee's home, is working, in the same management structure.

14.04 Employees who are in the process of completing their final semester of their Bachelor Degree or Master of Library Science Degree shall be considered to have achieved those degrees for bidding purposes. Satisfactory proof of completion of degree (official transcript, or presentation of the diploma) must be submitted to Administration within six (6) months of the position being awarded, or she/he will be terminated from the position, unless the employee is on an approved leave of absence. Such termination will not be grievable under Article XL (Grievance Procedure).

14.05 Employees within the classification bidding for a position with an increase in hours shall be given first consideration for the position on a lateral transfer basis. If no more than one (1) employee applies for the position, it shall be awarded to the employee, providing the employee is qualified. If there are multiple applicants for a lateral transfer, the applicants will be evaluated pursuant to the provisions of this Article.

14.06 If there is only one (1) employee within a classification, available extra hours can be awarded without going through the bidding process. If one (1) or more bargaining unit employees apply for a posted position and if her/his qualifications are relatively equal to the qualifications of outside applicants, then the bargaining unit employee with the most hours of seniority, at the date of posting shall be awarded the position. If more than one (1) bargaining unit employee applies for a posted position and if their qualifications are relatively equal, then the employee with the most seniority at the date of posting, shall be awarded the position.

14.07 When a selection is made, the Employer shall notify staff the name of the successful bidder within five (5) calendar days of the decision. An employee awarded the job through the posting and bidding procedure described herein shall be transferred to that job within three (3) weeks of the date the award is announced. If the Employer is unable to transfer the employee within the three (3) week period, she/he shall receive the higher rate of pay at the end of such three (3) weeks and be transferred as soon thereafter as is practicable. The Employer will send the Executive Board Member a notice of who the successful applicant is for all bargaining unit positions. The Employer shall meet with the Union prior to implementing any decision to convert a full-time position to two (2) or more part-time positions.

14.08 An employee who accepts a position in a lower salary grade through the job bidding process shall maintain her or his salary held at the higher grade so long as such salary falls at or below the midpoint of the salary range for such lower grade, otherwise the employee shall receive the midpoint of the lower grade. This provision is only valid if the employee has held the higher grade position for a period greater than 9 months.

14.09 An employee who returns to a higher job classification position within two (2) years of moving from that position to a position of lower classification shall be reinstated at the same wage as when the higher position was vacated. This provision does not apply to: Employees who resign/retire and then are rehired; substitutes or substitute hours; returns more than two (2) years after vacating higher position.

14.10 For the purpose of job bidding only, an employee shall drop to the bottom of the seniority list for three (3) months following a change in positions due to a successful bid. If two (2) or more employees who have been successful bidders within the past three (3) months bid for an open position, the relative seniority between them shall be taken into account if they are the only bidders.

14.11 Trial Period. An employee awarded a position under these provisions shall be given reasonable help and supervision and shall be allowed a trial period of up to ninety (90) calendar days, beginning with the first day in the new position. Approximately halfway during an employee's trial period, the employee and the employee's supervisor will meet to discuss the employee's performance. An employee shall receive an evaluation during the trial period. If during such trial period it is determined that an employee is not satisfactorily performing the work, such employee shall be reassigned to her/his former position.

14.12 An employee may elect to return to her/his former position within the first forty-five (45) calendar days of the trial period. An employee who is reassigned or elects to return to her/his former position will be paid at her/his former regular rate of pay plus any wage increases that would have been received by such bargaining unit employee in the former position, during the time the employee was in the new or vacant position.

14.13 Temporary Transfers. The Employer may temporarily transfer employees to fill any vacancy until the job posting procedure is completed and the position is permanently filled or to cover any approved leave of absence. The Employer shall not temporarily transfer an employee to avoid the job posting procedure or for disciplinary purposes. The employee to be transferred must meet the qualifications of the position into which she/he is transferred and shall receive training from the Employer in order to fulfill the duties of the new position.

14.14 If the Employer decides to transfer an employee from one (1) worksite to another, it shall first seek volunteers at the sending worksite to move all or a portion of their hours, to the receiving worksite. If there are no volunteers at the sending worksite, the Employer shall transfer the least senior bargaining unit employee at the sending worksite to the receiving worksite, provided that the transferred employee is qualified to do the work. Seniority shall not apply in cases where the transfer of an employee would require said employee to split her/his hours between sending and receiving worksites when a more senior employee at the sending worksite could work all her/his existing hours at the receiving worksite. When practical, the Employer shall give the employee to be transferred a minimum of ten (10) calendar days notice.

14.15 An employee who is temporarily transferred receives her/his regular rate of pay during the first five (5) working days of the transfer. Thereafter and for the duration of the transfer, she/he will receive the minimum rate of the classification to which she/he was transferred or her/his regular rate of pay, whichever is greater. A temporary transfer shall be limited to sixty (60) calendar days, except for a temporary transfer to cover a leave of absence under the Family and Medical Leave Act, which shall be limited to ninety (90) calendar days. At the end of the temporary transfer, the employee shall be returned to her/his former position and former pay rate.

ARTICLE XV

JOB CLASSIFICATION AND CHANGES

15.01 Job Descriptions. There will be current job descriptions for all positions in the bargaining unit. These descriptions are located in the Administrative Offices, and will be provided to the Union by the Employer. Each employee shall be provided a current copy of her/his job description.

15.02 Each time the duties and responsibilities of any position substantially changes, a position description shall be completed and the position examined in the manner set forth in Section 15.03 of this Article. In the event an employee's job description is revised, the employee shall suffer no reduction in wages. The Employer may hire a new individual into a position at a rate based upon previous library experience. No one, however, will be hired into the position at a level higher than an incumbent.

15.03 Reclassification Procedure. A Joint Classification Committee consisting of two (2) members appointed by the Employer and two (2) members appointed by the Union shall be established to review and make determinations on job classification. For purposes of the job reclassification process, a "substantial change" in a job position is not directly related to work volume but occurs only where a new job function or functions requiring significantly different skills or work efforts is added to, or removed from, the duties of the job title or where the

qualifications required to hold a particular job have been substantially changed. A reclassification may result in an upgrade or a downgrade of a position. There shall be co-chairs from each party. Minutes will be taken by each Committee member on a rotating basis.

15.04 During the months of September and March each year, either an employee, the Union or Employer management may request the Committee to review an existing job title and its assignment classification if they believe substantial changes have been made in the job duties or job qualifications. The Committee shall also meet when the Employer determines the need to submit a vacant position for reclassification prior to posting such vacancy. Such request shall be submitted in writing and shall contain a statement of justification with supporting documentation. The request shall be sent to the Administrative Secretary, who will forward a copy to each of the Committee members.

15.05 The Committee shall investigate each request submitted to it within thirty (30) calendar days; the investigation may include a hearing with the employee making the request, her/his supervisor, and any other employee of the Employer who may be knowledgeable about the position (s) in question. If it is determined by a majority of the Committee that the duties and responsibilities of said position(s) do not properly fall within its current job classification, then the Committee shall recommend to the Director a new classification, grade and job description for the position(s). The Committee may also recommend that a new classification be created within the bargaining unit if no current classification is appropriate for the position(s). All committee recommendations shall be in writing and sent to the employee, the Union and the Director, within thirty (30) calendar days of the meeting. The same position may be submitted for review no more than once in any twelve (12) month period by the same incumbent. This twelve (12) month period begins with the first submission of a request.

15.06 The Director will submit the recommendations of the Committee to the Board of Trustees for approval. The decision of the Director and the Board on reclassification recommendations shall be final. The Director will post any decisions made by the Board regarding reclassifications. Nothing in this Article shall be construed to economically penalize the Employer in acting to correct an inefficiency nor shall this provision be considered inconsistently with the principle, accepted by the Union and the Employer, of a full and fair day's work for a full and fair day's pay.

15.07 New Job Positions. Whenever possible, the Employer shall assign work performed to position classes already in existence. The Union will be immediately notified of the creation of any new job position, in writing, prior to posting and shall include a job description. The Employer will inform the Union whether the position is in the bargaining unit or not.

15.08 The Joint Classification Committee shall meet to determine the classification and wage rate of a new job position within the bargaining unit. In order to determine an appropriate classification and/or wage rate, the Committee shall examine wage rates and classifications from comparable Union and non-union libraries, such libraries to be determined by the Employer and the Union at the time of the initial review conducted by the Committee. If the Committee reaches an agreement on the classification and wage rate, such recommendation will be binding on the Employer and the Union and will be sent in writing to the Director. The Director will submit such recommendation to the Board of Trustees. When circumstances dictate, the Employer and the Union may from time-to-time agree to mutually review the libraries being used to comparatively analyze the wage rate.

15.09 In the event the Joint Classification Committee is unable to reach agreement on the classification and wage rate, the Employer shall set a temporary classification and wage rate and the issue shall be referred for mediation in accordance with the Rules of the Federal Mediation and Conciliation Service within thirty (30) calendar days of the meeting at which an agreement cannot be reached. The Employer will not be arbitrary in establishing the temporary classification and wage rate.

15.10 If mediation is successful, the recommended classification and wage rate will be binding upon the Employer and the Union and will be sent in writing to the Director. The Director will submit such recommendation to the Board of Trustees. If mediation is not successful, the Employer shall establish the classification and wage rate and notify the Union in writing. The classification shall remain in effect until the next contract is negotiated.

15.11 When the Employer creates a position it determines to be excluded from the bargaining unit, it shall notify the Union in writing of the position's classification and wage rate. If the Union does not agree with the Employer's decision to exclude the position from the bargaining unit, the Union may invoke proceedings with SERB as the exclusive method of resolving the issue of inclusion or exclusion of the new position in the bargaining unit. Such a unit clarification petition to SERB shall be limited to the new job title only. If SERB determines such new job title to be included in the bargaining unit, the position shall then be reviewed by the Joint Classification Committee as in paragraph 15.03.

ARTICLE XVI

SENIORITY

16.01 Seniority will be measured by hours compensated for work performed within the bargaining unit, excluding Sunday hours, beginning with the date of hire in the bargaining unit. If the seniority of two (2) employees is equal, the flip of a coin shall be used to determine seniority.

16.02 Seniority shall be broken when an employee: Resigns or quits; is discharged for just cause; is laid off for more than one (1) year; is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee.

16.03 An employee who leaves the bargaining unit for an excluded position shall, upon return to a bargaining unit position, be credited with the level of bargaining unit seniority attained through the date that she/he left the bargaining unit for an excluded position. An employee who resigns and is rehired not more than one (1) year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

16.04 The Employer shall distribute the seniority list twice a year, once in the month of January and once in the month of July. This list shall be used to determine seniority, except in cases of job bidding and layoffs, where seniority shall be determined under the conditions governing those procedures (Article XIV and XVII, respectively). The Union shall have fourteen (14) calendar days from the receipt of this seniority list to challenge and/or question the seniority rankings reflected by the list. The Employer shall provide the Executive Board Member with a copy of this list. The Executive Board Member and the Director or her/his designee will meet to discuss questions or problems within that period at the request of the Executive Board Member.

17.01 Policy Statement. Should the Board determine to reduce the number of staff of the Willoughby-Eastlake Public Library system, seniority as a bargaining unit employee and maintenance of Library services shall be the governing principles in determining order of layoff.

17.02 Procedure. When the Employer determines that a reduction in the working force is necessary, the Employer shall first seek volunteers for a voluntary layoff or a voluntary reduction in hours in any affected department. The Employer shall then layoff temporary and probationary employees in an affected department.

17.03 If further reductions are necessary, layoffs shall be in the inverse order of seniority beginning with the least senior employee in the affected classification in the department in which the layoff(s) takes place, provided the remaining employees possess the qualifications and ability to immediately perform the work required. 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.

17.04 The Employer shall pay its portion of health care insurance until the end of the month in which the employee is laid off. Thereafter, while on layoff, the laid off employee may elect to remain on the Employer's health insurance policy at the employee's cost, and subject to the insurance carrier's regulations in accordance with the provisions of COBRA. While on layoff, no employee will accumulate seniority or benefits.

17.05 Notification. The Employer shall give written notification of the layoff to the employee(s) affected and the Union thirty (30) days in advance of the effective date of the layoff, when feasible, but no later than fourteen (14) days in advance of the effective date of the layoff. At the time of the notification, the Employer shall provide the Union with a current seniority list and meet with Union representatives to discuss bumping options.

17.06 Bumping Rights. A bargaining unit employee scheduled to be laid off may bump a less senior employee within five (5) working days of notification of her/his potential layoff subject to the following conditions and requirements.

a) An employee may first bump the least senior employee in the same job classification. If no such bump is available, an employee may choose to bump to a different job classification in the same salary grade or to a job classification in a lower salary grade. Such positions shall include only bargaining unit positions. An employee who chooses to bump into a part-time position shall receive the benefits and terms and conditions of employment of such part-time positions. To be eligible to bump in the manner 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 shall be considered on a sixty (60) calendar day qualification period. If an employee is determined not to be immediately qualified by her/his Building/Department Manager in consultation with her/his immediate supervisor, if different, during or at the conclusion of the sixty (60) day qualification period, the employee may be placed on the recall list at the sole discretion of the Employer. The employee may make a direct appeal by meeting with the Director within five (5) working days of the conclusion of an unsuccessful qualification period to reconsider her/his qualification period and the decision to

place the employee on the recall list. The employee may be accompanied by a Union delegate or Executive Board Member at this meeting. Within five (5) working days after the meeting the Director shall render a written response to the employee and the Union. The decision of the Director shall be final. There shall be no recourse to the grievance and arbitration procedure set forth in Article XL.

c) An employee who has been promoted into a higher grade and is still in the trial period shall be deemed the least senior employee in that job classification and has no bumping rights in that job title. However, that employee retains her/his seniority rights in her/his former job title. Employees may not bump those in lower grades who have more seniority. An employee who declines to exercise the right to bump, or who is unable to do so, shall be laid off.

17.07 An employee bumping into a lower grade shall maintain her/his salary held at the higher grade so long as such salary falls at or below the midpoint of the salary range for such lower grade, otherwise the employee shall receive the midpoint of the lower grade.

17.08 A part-time position will not automatically become full-time because a full-time employee bumps into it. Similarly, a full-time position does not become part-time if a part-time employee bumps into it. A full-time employee able to bump into a part-time position may elect layoff instead.

ARTICLE XVIII RECALLS

18.01 Recall of full-time and part-time employees will occur in order of seniority, i.e., the most senior will be recalled first, provided that the employee to be recalled is immediately qualified to perform the available work.

18.02 Laid-off employees will be placed on a recall list for up to twelve (12) months, from the effective date of the layoff. After twelve (12) months, the individual is no longer employed by the Employer. The Employer will provide the Executive Board Member with the recall list and copies of all notices of recall. It will be the responsibility of the employee to keep the Employer informed of her/his current correct address and telephone number.

18.03 When a position becomes available, the Employer must first bid the position in accordance with Article XIV, Job Changes and Posting. If no qualified current employee bids on the position, the Employer shall offer the vacant position to the most senior employee on the recall list provided that the employee to be recalled is immediately qualified to perform the available work. The Employer shall continue to offer vacant positions to the next most senior qualified employee who is on the recall list.

18.04 No new employees may be hired into a position while an employee who is immediately qualified to perform the available work and who desires to return to work is still on the recall list. If no one on the recall list accepts an available position, the Employer can hire new employees for such position.

18.05 An employee who is on layoff may choose to remain on the recall list up to twelve (12) months rather than accept a recall to a noncomparable position (i.e., in terms of hours, grade and benefits).

18.06 Notices of recall will be sent by certified mail to the employee's last known address. Within ten (10) calendar days of said notification by certified mail, the recalled employee shall

return to work. An employee who fails to accept a recall to a comparable position (i.e., in terms of hours, grade and benefits) for which she/he is qualified shall immediately be removed from the recall list.

18.07 An employee who is recalled to her/his former salary grade will be paid at her/his former rate of pay plus any additional increase provided during the layoff period. An employee recalled to a position in a lower grade shall maintain the salary held at the higher grade so long as such salary falls at or below the midpoint of the salary range for such lower grade, otherwise the employee shall receive the midpoint of the lower grade. Following reinstatement from layoff, the employee shall retain all seniority accumulated prior to layoff.

ARTICLE XIX

LABOR/MANAGEMENT COMMITTEE

19.01 The Union and the Employer shall jointly establish a Labor/Management Committee which shall consist of eight (8) members, four (4) appointed by the Employer and one (1) union member from each building appointed by the Union. Each member shall represent the party appointing her/him and may be replaced from time to time. The two (2) parties agree that they shall use a problem-solving approach to all matters which come before them. The decisions of the Committee shall be the result of consensus, ensuring that each member is actively involved in decision-making.

19.02 The purpose of the Labor/Management Committee is to investigate, study and work toward optimum solutions to mutual problems affecting labor/management relations. 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.

19.03 The parties shall mutually agree on meeting dates and times. All meetings shall be held on the Employer's time.

ARTICLE XX

HEALTH AND SAFETY COMMITTEE

20.01 The Employer and Union shall establish a Health and Safety Committee consisting of up to three (3) members appointed by each party to discuss matters related to health and safety in the various libraries as they may arise and, to the extent possible, recommend solutions to such health and safety matters. The parties shall agree on meeting dates and times as appropriate, with the meeting being held on the Employer's time.

ARTICLE XXI

TRAINING AND EDUCATIONAL ADVANCEMENT

21.01 Policy Statement. The Employer and the Union recognize the importance of continuing education, training and development and encourage employees to pursue continuing education opportunities. Toward that end, funds permitting, the Employer shall endeavor to provide opportunities to its employees to increase knowledge and skills and advance career goals. The Union may advise and consult with the Employer through the Labor/Management Committee on the possible development, content, and the format of career advancement programs, courses and workshops to be made available to the bargaining unit employees.

21.02 Meetings and Conferences. All employees are encouraged to attend professional development conferences, seminars and other programs that are beneficial to their work. The Employer shall over time use reasonable efforts, consistent with these considerations, to equalize

opportunities to attend conferences, seminars and programs. Release time and reimbursement will be allowed as schedules and budgets allow. Additionally, if an employee's attendance is required, the Employer agrees to pay any related expenses as outlined in the board policy upon satisfactory production of receipts.

21.03 The Employer will not pay or award compensatory time beyond eight (8) hours per day for attendance and travel to/from professional workshops or conferences, unless the Employer requires an employee to attend a specific meeting outside the number of hours scheduled during a normal workweek. If an employee attends a conference, seminar, etc., sponsored by Ohio Library Council (OLC) or American Library Association (ALA) and is not a member of the organization, the Employer will pay the registration fees at the membership rate and the employee will pay the difference.

21.04 OLC Dues Reimbursement. The Employer shall reimburse bargaining unit employees for fifty (50%) percent of OLC dues.

21.05 Schedule Adjustment for Educational Purposes. Unpaid leaves of absence for college and library school study may be granted at the discretion of the Director. An applicant for such leave must be an employee who has worked at least one (1) year for the Employer at the time the leave begins. Such leaves of absence shall not exceed one (1) year in length. If staffing levels and scheduling needs as determined by the Employer permit, an employee may attend short courses or summer sessions of college or library school for credit. Vacation leave, compensatory time and/or unpaid leave may be used to cover the time away from work.

21.06 Mileage. Employees who are required to drive their personal vehicles during the course of their duties, in excess of their regular commute, shall be reimbursed at the prevailing Internal Revenue Service (IRS) rate. Home to work and work to home mileage to/from any of the Employer's locations is not reimbursed. Changes to the rate will be effective when the rate is approved by the Board of Trustees. Such change by the IRS shall be brought to the Board of Trustees for approval at the first meeting following notification to the Employer of a rate change. Employees attending conferences and seminars shall carpool, whenever practical.

21.07 Technological Change. The Employer agrees that whenever technological change requires new knowledge or skill on the part of employees, such employees shall be given the opportunity to acquire the necessary knowledge and skills to perform the new duties competently. Employees shall be given a reasonable amount of designated time away from regular job duties to learn such skills and technology, at the discretion of the supervisor. Such designated time shall not be unreasonably denied, consistent with the scheduling needs of the Employer.

ARTICLE XXII

HEALTH AND SAFETY

22.01 It is the responsibility of the Employer to provide adequately clean, safe and healthful working conditions, equipment and work methods for its employees. The Employer agrees to provide a safe and healthful working environment for all employees in full compliance with all applicable federal, state and local regulations. In the course of performing regularly assigned duties, employees may observe certain practices and equipment, as well as environmental conditions that may present safety or health hazards. Employees should report such practices, equipment and conditions to their immediate supervisor or the Assistant Building Manager. The Employer will notify the Union within fourteen (14) working days of any such complaint or recommendation concerning safety and health.

22.02 All employees covered by this Agreement agree to cooperate to the fullest extent in promotion of safety, and safe work habits, throughout the Library. They agree to comply with all safety rules in effect. Concerns of a general nature may be brought to the attention of the Health and Safety Committee for consideration as necessary. 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.

22.03 If an employee has a basis to be concerned regarding a safety or health issue, the employee may approach a Building/Department Manager with a Union Delegate to bring such concerns to the Employer's attention. If the Manager and the Union Delegate agree that the employee should not continue the work or at the work location in question, the employee shall not continue such work and the supervisor may assign different work, which the employee shall perform. Reassignment to different work locations may be considered. Any employee who must be given different work because of a health and safety hazard will not be paid at a lower rate for the first shift of such reassignment but thereafter if continuing reassignment is necessary shall be paid at the rate of the assigned job.

22.04 Workers' Compensation. State law provides that every Library employee is eligible for Workers' Compensation for injuries or occupational disease arising out of or in the course of her/his employment. Guidelines for administering Workers' Compensation are set forth by the Library's Managed Care Organization. These guidelines can be found in the Employee Manual.

22.05 Employees must report all injuries immediately to their Branch/Department Manager or her/his designee as soon as possible but no later than twenty-four (24) hours after discovery of the injury. The First Report of Injury form must be filled out for all work related injuries regardless of whether the employee seeks medical attention. Failure to report injuries immediately may cause rejection of the claim by the Bureau of Workers' Compensation which could result in a delay or loss of benefits, or make the employee responsible for any medical bills resulting from the injury.

22.06 Any employee who is injured at work and must seek medical attention will be paid at her/his regular hourly rate for the balance of time left in the day. The employee must provide the Employer with documentation from the physician excusing them from work for the remainder of the day. Any employee who does not provide notification from the physician will have the pay deducted from their time-off benefits or they will not be compensated for it. An injured employee has several options for compensation when a work related injury causes lost time. The safety officer shall explain the various options for payment to an injured employee.

22.07 The Employer will continue to actively pursue progressive, productive and safety conscious methods, programs and ergonomics in the use of its video display terminals. Employees working on a video display terminal on a continuous basis should take breaks as necessary and perform other assigned duties that do not involve video display terminal work during such breaks. The Employer shall reasonably accommodate the needs of pregnant employees with respect to utilization of video display terminals. The Employer agrees to consult affected employees with respect to ergonomics in the event that there is to be a substantial change to the furniture and/or equipment to be utilized in one (1) of its buildings.

22.08 Notification. The Employer shall provide the Union with copies of all OSHA logs and reports. The Employer will label all harmful or toxic substances with an appropriate warning as

to the hazardous properties of the contents, precautions to be taken, and antidotes to be used in the event of overexposure. The Employer shall establish emergency procedures and shall train all employees in these procedures.

ARTICLE XXIII HOLIDAYS

23.01 There are hereby established the following paid holidays in the calendar year, comprising eleven (11) in number: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Eve and Christmas Day. The Employer shall close in observance of such holidays except Martin Luther King Day, Presidents' Day, Columbus Day, Veteran's Day; for these four (4) holidays the employees will be given a floating holiday. The floating holiday will be credited to their vacation bank for the payroll in which the holiday exists. Such additional vacation will be credited pro-rata to part-time employees with time off benefits.

23.02 All full-time employees shall receive the paid holidays in Section 23.01 above. Pay shall be prorated for eligible part-time employees based upon the current number of regularly scheduled hours as compared to a full-time schedule, rounding up the holiday time to the next highest 15 minutes, where necessary, as follows:

Holiday Pay	
Hours regularly scheduled to work per pay period	Hours of pay per holiday
Less than 24	0
24	2.5
More than 24, less than 26	2.75
26-30	3
More than 30, less than 32	3.25
32-34	3.5
More than 34, less than 36	3.75
36-40	4
More than 40, less than 42	4.25
42-44	4.5
More than 44, less than 46	4.75
46-50	5
More than 50, less than 52	5.25
52-54	5.5
More than 54, less than 56	5.75
56-60	6
More than 60, less than 62	6.25
62-64	6.5
More than 64, less than 66	6.75
66-70	7
More than 70, less than 72	7.25
72-74	7.5
More than 74	8

23.03 The Employer reserves the right to close on Martin Luther King's Day, President's Day, Columbus Day and Veteran's Day, provided such notice is given. In such event the holidays will be treated the same as the other holidays set forth in paragraph 23.01, when the Employer is

closed. Holidays shall be observed on the specific day, unless another day is declared the legal day of observance.

23.04 If a holiday falls on a Saturday, the Employer shall close on a Saturday and the preceding Friday, with Friday treated as the paid holiday. If a holiday falls on a Sunday, the Employer shall close on a Sunday and the following Monday, with Monday treated as the paid holiday. If two (2) consecutive holidays fall on a Friday/Saturday, the Employer shall close on Thursday, Friday and Saturday, with Thursday and Friday treated as the paid holidays. If two (2) consecutive holidays fall on a Sunday/Monday, the Employer shall close on Sunday, Monday and Tuesday, with Monday and Tuesday treated as the paid holidays. If two (2) consecutive holidays fall on a Saturday/Sunday, the Employer shall close on Saturday, Sunday and Monday, with Saturday and Monday treated as the paid holidays.

23.05 To enable staff to have a four (4) day weekend, staff may select either the Friday before, or the Tuesday after the holiday as their day off with the following guidelines: An employee who selects Friday as his/her day off shall be scheduled to work Tuesday; an employee who selects Tuesday as his/her day off shall be scheduled to work Friday; adequate staffing for public service departments must be assured. In conflicts that cannot be resolved regarding selection of day off, seniority will be the deciding factor.

23.06 The Employer will close at 5:00 p.m. on the day before Thanksgiving and New Year's Eve. When New Year's Eve falls on a Sunday, the Employer shall close.

ARTICLE XXIV

INCLEMENT WEATHER/EMERGENCY CLOSINGS.

24.01 While it is the obligation of the Employer to provide continuous service to the public and remain open whenever possible, it is recognized that there are situations in which it may be necessary to close the Library for all or part of a regular working day. Closings of the Library under emergency conditions will be at the direction of the Director or her/his designee. A procedure will be established to notify employees of emergency closings.

24.02 When the Employer remains open during extreme weather conditions and an employee believes it is unsafe to travel she or he shall use accumulated time-off benefits in the following order to cover an absence or tardiness, or to leave early: personal leave, vacation. The employee will notify her/his supervisor as soon as practicable of the need for such leave. Where an employee does not have paid leave, such leave shall be unpaid or the employee may make up the time lost at the discretion of her/his supervisor and/or the Director. Such discretion will not be unreasonably denied. However, a part-time employee may also choose unpaid leave for such an occurrence, or may make up the time as above.

24.03 Employees will be paid at the regular rate of pay for all hours scheduled on a day when the facility is closed for any portion of the day for inclement weather or any other emergency. If the Employer closes, employees may be transferred to another facility, sent home on-call, or sent home for the remainder of the work day. Employees placed on call will forfeit pay if they do not report for duty after being contacted that the building is re-opening.

24.04 The Director or her/his designee may transfer employees when an emergency arises at an individual facility. Employees within a job classification selectively chosen to work when a facility is closed shall be paid at a rate of time and one-half (1 ½) for each hour worked at the closed facility.

24.05 Any employee who is on an approved paid leave at the time the Employer is closed due to an emergency will be compensated only for the approved leave.

ARTICLE XXV

VACATION

25.01 Vacation Scheduling. Vacation time for full time employees (and for part-time employees with time off benefits on a pro-rated basis) accumulates per hour from the first day of employment. No vacation may be taken during the first six (6) months of employment. Employees are entitled to take accumulated vacation at any time during the year with the approval of the Building/Department Manager. The Employer may not refuse to allow an employee to take her/his accumulated vacation within a given year. No calendar will be put up for the bidding period.

25.02 Management will e-mail staff in early March and early September, that vacation bidding commences on March 15, and September 15, for a one (1) calendar week bidding period, for the six (6) month period beginning May 1 and November 1 respectively. The next year's payroll calendar demonstrating the "flip" will be included in the September e-mail.

25.03 Everyone, including management, submits the purple "Request for Leave," or orange "Request for Unpaid Leave" forms for the one (1) week bidding period. The purple "Request for Leave" forms are for staff with paid time off benefits. The orange "Request for Unpaid Leave" forms are staff without paid time off benefits. Purple "Request for Paid Leave," or orange "Request for Unpaid Leave" forms can be submitted at any time after February 15 and after August 15 for the subsequent bidding period. Forms submitted in advance will only be reviewed for approval once the bidding period in question has concluded. Management has one (1) week to review requests for leave, and then two (2) weeks to consult with staff in resolving bidding conflicts. If further time is needed, management will consult with the union representative in their building.

25.04 When conflicting bids of two (2) or more persons in the same department cannot be accommodated, bids shall be granted on the basis of seniority, beginning with the most senior employee(s). When a senior employee(s) receives her/his/their choice in the case of a conflicting bid, the senior employee(s) rotates down to the bottom of the list, for the purposes of vacation bidding only, system-wide for the next two (2) consecutive bid periods following the period in which the conflict occurred. For example: if three (3) persons bid for the same vacation, and only two (2) can be accommodated the two (2) most senior persons would win the challenge and both will move to the bottom of the seniority list system-wide for the purposes of vacation-bidding only. Further, preference will be given to bids requesting vacation periods of one (1) full week or more at a time, regardless of seniority. If there is a bidding conflict between a union member and a member of management, an effort will be made to establish the relative seniority of those involved.

25.05 Management will submit the original request form to the Administration Office, give a copy to the employee, and retain a copy for management. The calendar shall be displayed in the department after vacation bidding ends with approved time-off noted. If time-off is approved later, the employee is expected to promptly fill in the approved dates on the calendar.

25.06 Vacation requests of more than one (1) day, except in the case of emergency, shall be scheduled two (2) weeks in advance. Vacation may be taken in increments of not less than one (1) hour and thereafter in increments of not less than fifteen (15) minutes subject to the staffing

needs of the Employer. The Employer shall not deny an employee vacation time in conjunction with one (1) or more holidays if such time can be covered by other employees.

25.07 Vacation accumulation may not exceed one and one-half (1 ½) times the earned yearly amount. Employees are encouraged to take vacation time as needed and not to permit their vacation accumulation to reach the maximum. Vacation time earned past the maximum amount permitted is lost and is not credited to the employee's total accumulation.

25.08 Vacation hours are accrued each payroll period and balances in hours are listed on each employee's pay stub. Holidays falling within a vacation period shall not be counted as part of the vacation leave. An employee who is promoted to a different classification during the year shall immediately receive the vacation benefits of the new job classification. Employees shall be paid for accrued vacation leave upon termination for any reason.

25.09 Vacation Entitlement. Annual vacation allowances are granted to all fulltime employees and to part-time employees on a pro-rata basis at the following rates:

a) Full-time professional librarians earn vacation at the rate of twenty-two (22) days, (176 hours) per year, or .0846 hour for each hour compensated. Professional librarians are those employees who hold a post graduate degree in library science, and are employed in a professional librarian job classification position. All other full-time employees and part-time employees on a pro-rata basis, earn vacation at the following rates:

<u>Years of Employment</u>	<u>Accrual Rate</u>
1 through 4 years -----	10 days (80 hours) per year or .0385 hour per hour compensated.
5 years -----	12 days (96 hours) per year or .0462 hour per hour compensated.
6 years -----	13 days (104 hours) per year or .0500 hour per hour compensated.
7 years -----	14 days (112 hours) per year or .0539 hour per hour compensated.
8 years -----	15 days (120 hours) per year or .0577 hour per hour compensated.
9 years -----	16 days (128 hours) per year or .0616 hour per hour compensated.
10 years -----	17 days (136 hours) per year or .0654 hour per hour compensated.
11 years -----	18 days (144 hours) per year or .0693 hour per hour compensated.
12 years -----	19 days (152 hours) per year or .0731 hour per hour compensated.
13 years -----	20 days (160 hours) per year or .0770 hour per hour compensated.
14 years -----	21 days (168 hours) per year or .0808 hour per hour compensated.
15 years -----	22 days (176 hours) per year or .0846 hour per hour compensated.
16 through 17 years -----	23 days (184 hours) per year or .0885 hour per hour compensated.

18 through 19 years -----	24 days (192 hours) per year or .0923 hour per hour compensated.
20 years + -----	25 days (200 hours) per year or .0962 hour per hour compensated.

25.10 Unpaid Vacation Leave. Unpaid vacation leave for employees without paid time off benefits will be subject to the vacation signup process. Each bargaining unit employee who does not earn paid vacation time will receive the equivalent of two (2) weeks of authorized hours in unpaid vacation entitlement as of January 1 of each calendar year, and does not carry over to the following year. The number of hours will be based on regular authorized hours (excluding trial period of reassignment of hours).

The following are examples:

<u>Authorized Hours to Work</u>	<u>Unpaid Vacation Entitlement</u>
10 hrs per week	20 hrs. unpaid vacation leave
15 hrs per week	30 hrs. unpaid vacation leave
19 hrs per week	38 hrs. unpaid vacation leave

25.11 If a bargaining unit employee earns paid vacation time during the year due to a long term reassignment of hours, that portion of paid benefits will be included in the total vacation entitlement. For example, if an employee is authorized to work fifteen (15) hours per week, and earns fifteen(15) hours of paid vacation due to a long term reassignment of hours, the vacation entitlement would still be thirty (30) hours (15 hours paid vacation time + 15 hours unpaid vacation). If a bargaining unit employee earns more paid vacation time during a reassignment of hours than the total vacation entitlement, then that employee shall receive the paid time instead of the unpaid time.

25.12 If a bargaining unit employee regularly works less than twelve (12) hours per week, she/he does not earn paid vacation time after three (3) years of employment, but will continue to have longevity factored into her/his unpaid vacation entitlement. Leave of absence requests for part-time employees without paid time-off benefits will be considered on a case-by-case basis.

ARTICLE XXVI SICK LEAVE

26.01 An employee accumulates sick leave at the rate of .0577 hour for each hour compensated, excluding overtime and Sunday hours. In no event, however, shall any fulltime employee accumulate a total number of sick leave hours in excess of one hundred twenty (120) hours for a full year's employment with a total accumulation not to exceed nine hundred sixty (960) hours. The maximum sick leave accumulation for part-time employees with time off benefits shall not exceed the equivalent of eight (8) years of accumulated leave based on the average number of hours worked per week. For example, a part-time employee working twenty (20) hours per week will accumulate sixty (60) hours per year and may accumulate a maximum of four hundred eighty (480) hours. Employees earn sick leave from the first day of employment.

26.02 Sick leave may be used for absence due to personal illness; injury; medical confinement or disability; pregnancy, childbirth, or pregnancy-related conditions; medical appointments; regular routine checkups which cannot be scheduled outside of work hours; and the illness of or medical attention for a member of the immediate family. Immediate family is defined as spouse, child, parent, grandparent, grandchild and siblings; significant other, the spouse's child, parent,

grandparent, grandchild, and siblings; and any relative routinely residing in the employee's home.

26.03 Sick leave with pay shall be granted, provided the employee has reported the illness or injury to her/his immediate supervisor or department head as soon as possible but no later than one (1) hour before the start of her/his regularly scheduled shift. Such notice shall not be required when an emergency occurs that makes it impossible to provide notice.

26.04 Employees with previous public service in the State of Ohio shall be credited with sick-time earned in other positions which has not been used, not to exceed two hundred forty (240) hours, at the time of initial hire, providing the employee is to receive and accumulate sick leave benefits at time of hire.

26.05 Full-time employees do not lose their accumulated sick leave upon a change to part-time status, and part-time employees do not lose their accumulated sick leave upon a change to full-time status.

26.06 Sick leave may be claimed for an accident or illness, which occurs during an employee's vacation, but only where a serious health condition (as defined in the Employer's Family Medical Leave Act Policy and documented by a treating physician) is involved. Whenever sick leave for a serious health condition is granted under this provision, the unused vacation time will be restored and rescheduled under established procedures; and sick leave will be deducted.

26.07 Sick leave may not be used in a block of time of less than one (1) hour. Thereafter, it shall be deducted from an employee's accumulated leave in one-quarter (1/4) hour increments. The Employer may require an employee to provide medical documentation if an employee is excused from work due to illness for three (3) or more consecutive working days. If an employee is hospitalized overnight, or longer, he/she must provide documentation from a physician authorizing the employee's return to work. This documentation must be supplied no later than the day of the employee's return to work.

26.08 The Employer may require an employee who: 1) uses more than seven (7) days (based on the employee's authorized hours worked during the preceding year) of accumulated sick leave in a twelve (12) month period; or 2) utilizes sick leave more than seven (7) times (instances) in a twelve (12) month period that are not prescheduled more than forty-eight (48) hours in advance with the Employer; to submit a statement from an attending physician certifying the employee was sick or injured and unable to work. Such requirement may be in effect from the date of occurrence of either of the above conditions through the next calendar year. Documentation that may be required from the employee's physician must be supplied to the Employer on the first day of the employee's return to work. Prior to the time an employee is subject to this requirement, the employee shall receive counseling from her/his supervisor.

26.09 The Employer retains the right to send employees home when they are suffering from illness or injury that may expose the employee's co-workers, library patrons or themselves to injury or infection and have employees submit to a physical exam paid by the Employer, to certify the employees are capable of performing their required job duties.

26.10 The abuse or patterned use of sick leave shall result in disciplinary action, up to and including termination.

26.11 Compensation for Accumulated Sick Leave. Prior to February 15 in any calendar year, employees with sick leave benefits will be given the opportunity to receive cash payment for accumulated sick leave in the following manner:

26.12 A full-time employee who earns one hundred twenty (120) hours of sick leave and used less than forty (40) hours of sick leave in the previous payroll calendar year may sell back the difference between the sick hours actually used and this forty (40) hour limit. (For example, an employee utilizing eight (8) hours of sick leave would be eligible for payment of thirty-two (32) hours.)

26.13 Part-time employees with time off benefits may sell back sick leave on a prorated basis based upon the current number of regularly scheduled hours. (For example, an employee regularly scheduled for twenty-four (24) hours a week, utilizing eight (8) hours of sick leave would be eligible for payment of sixteen (16) hours.

26.14 Any hours paid to an employee for unused sick leave will be deducted from the accumulated sick leave hours for that employee. Employees must have earned benefits during entire previous payroll calendar year.

ARTICLE XXVII PERSONAL LEAVE

27.01 Two (2) personal leave days will be granted to full-time employees and on a pro-rated basis for part-time employees scheduled to work twenty (20) hours or more per week on a regular basis. New employees hired after September 1, 2003, shall receive pro-rated personal days based upon their dates of hire as follows:

January 1 to March 31 --- 100%
April 1 to June 30 --- 75%
July 1 to September 30 --- 50%
October 1 to December 31 --- 25%

27.02 Employees scheduled to work twenty (20) hours or more per week on a regular basis are entitled to sixteen (16) hours of non-cumulative personal leave with pay per calendar year. Employees scheduled to work under twenty (20) hours per week on a regular basis are entitled to eight (8) hours of non-cumulative personal leave with pay per calendar year. No less than one (1) hour of personal leave may be taken in a day, and thereafter in increments of fifteen (15) minutes.

27.03 Personal leave may not be scheduled without good cause after December 14 of any calendar year. Employees shall request personal leave at least forty-eight (48) hours in advance, except for emergencies. Misrepresentation of the cause for the emergency shall be grounds for discipline up to and including dismissal. When there is sufficient staffing, a request for personal leave may be granted at the discretion of the employee's Building Manager or designee. Personal leave sought more than forty-eight (48) hours in advance shall be taken only after prior approval of the immediate or designated supervisor, which shall not be unreasonably denied.

27.04 Personal leave may be taken in conjunction with vacation, but not to extend a holiday. This leave must be scheduled at least two (2) weeks in advance, subject to the staffing needs of the Employer. Requests for personal leave for dates between May 1 - October 31 may not be submitted until after the close of vacation bidding period commencing March 15. Requests for

personal leave for dates between November 1 - April 30 may not be submitted until after the close of vacation bidding period commencing September 15.

27.05 Staff already scheduled for personal leave on a day, are not eligible to substitute for that day. If an employee uses personal hours equal to their authorized weekly hours, the employee is not eligible to substitute for that week.

27.06 Unlike Vacation Leave, Personal Leave is not a vested benefit. Employees are not entitled to it upon resignation. Personal Leave will not be granted without good cause after an employee tenders her/his resignation. Paid personal leave must be utilized before any unpaid leave is taken (this does not include unpaid vacation).

27.07 Employees with unused personal leave at the end of the calendar year may sell up to a maximum of eight (8) hours of personal leave at a buyback rate of one hundred (100%) percent of their regular hourly rate of pay.

ARTICLE XXVIII BEREAVEMENT LEAVE

28.01 All full-time employees are entitled to a maximum of three (3) days of paid bereavement leave for the death of a spouse, child, stepchild, parent or stepparent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, or a relative or significant other living in the employee's home; and one (1) day of paid bereavement leave for a spouse's grandparent, brother-in-law or sister-in-law. Notification must be given to the supervisor at the time the leave is taken. Part-time employees shall be entitled to the above described bereavement leave on a prorated basis, based upon the holiday pay schedule.

28.02 In the event of a death during an employee's vacation or absence due to illness, the amount of time outlined above may be charged against bereavement leave instead of vacation time or sick leave, and such time may be added to the vacation time as scheduling permits.

28.03 An employee may first use sick leave, then vacation leave, and then personal leave to supplement paid bereavement leave permitted in this Article, subject to the needs of the Employer. If the employee has no accrued vacation, sick or personal leave available, the employee may be granted an unpaid leave of absence for the purpose of extending bereavement leave. The Employer may require documentation as to the need for bereavement leave.

ARTICLE XXIX JURY DUTY AND COURT APPEARANCES

29.01 An employee who is called for jury duty or subpoenaed as a non-party witness shall be excused from her/his regular duties each day she/he is required to appear in court and shall be paid her/his regular salary for these days. Part-time employees with time off benefits shall be paid only for those hours that they are scheduled to work. However, due to administrative needs, the Employer may request that an employee postpone or reschedule jury duty, if possible, for a later date. Employees must notify their supervisors as soon as possible upon being called for jury duty or court appearances.

29.02 Employees on jury/witness duty must report for work as scheduled when not required in court. An employee who spends only part of the day in court should report to work for the balance of the scheduled working day unless the amount of time remaining would be too brief to justify the trip. No employee shall have a combined work schedule and jury duty or court appearances of more than forty (40) hours in a workweek.

29.03 Any employee serving on jury duty shall retain jury compensation to cover incurred expenses. Employees appearing in court on their own behalf shall use vacation or personal leave time.

ARTICLE XXX

UNPAID LEAVES

30.01 Family and Medical Leave. The Employer will meet and comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA"), and regulations issued pertaining thereto, which provides that in certain circumstances an employee who has been employed with the Employer for at least twelve (12) calendar months and has worked twelve hundred fifty (1,250) hours in the previous twelve (12) months may take a leave of absence for up to twelve (12) weeks during a twelve (12) month period and return to her/his same or an equivalent position in any of the following circumstances: a) to care for the employee's child after birth, or placement in the employee's home for adoption or foster care; b) to care for the employee's spouse, child or parent who has a serious health condition; or c) for a serious health condition that makes the employee unable to perform the functions of her or his position.

30.02 An employee must use his or her available paid leave while on an FMLA leave, but may retain twenty-four (24) hours of sick leave in reserve. Nothing in this Article shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the FMLA. A copy of the Employer's FMLA leave policy may be obtained from the Administrative Office, the Union Executive Board Member, or each building.

30.03 Disability Leave of Absence. A disability leave of absence is defined to be a leave of more than ten (10) calendar days due to an illness or disability of the employee or member of immediate family as defined under Sick Leave, paragraph 26.02, and does not encompass absences or the incidental use of sick time in lesser increments. Employees who are ineligible for FMLA leave, are eligible to take a disability leave of absence without pay, of not more than six (6) months, following one (1) year of employment with the Employer. Employees eligible for FMLA leave or sick leave shall have the six (6) month period reduced by such time utilized. An additional six (6) months of disability leave may be granted at the discretion of the Director. An employee must use his or her available paid leave while on an unpaid disability leave, but may retain twenty-four (24) hours of sick leave in reserve.

30.04 A request for a disability leave shall be submitted to the Director at least twenty (20) days in advance of the commencement of the leave or as soon as practical in the event of an emergency. The employee shall submit medical verification containing a definite diagnosis of her/his condition which forms the basis for the requested leave and the anticipated duration of the leave. The employee shall also provide a physician's statement providing clearance to return to work at least seventy-two (72) hours prior to the return date.

30.05 In a disability leave of ninety (90) calendar days or less, the employee shall return to her/his former position, former classification, and former rate of pay. In a disability leave of more than ninety (90) calendar days, the employee shall return to the first available position of equal grade for which she/he qualifies. If her/his former position has not been filled, she/he will return to her/his former position.

30.06 An employee is required to provide updated medical documentation every thirty (30) calendar days while on disability leave. An employee on disability leave may be required to submit to an examination by a physician designated by the Employer who is qualified to treat

and diagnose the employee's disability. The cost of such examination shall be paid by the Employer.

30.07 In the event the Employer's designated physician and the employee's physician differ as to their assessment of the employee's condition or the ability of the employee to return to work the employee may be referred at the Employer's expense to a third party physician, selected by these physicians, for an independent evaluation. The Union and the Employer agree to be bound by the findings of the third party physician.

30.08 Parental Leave. An employee ineligible for FMLA leave, may request and shall be granted a parental leave of absence of up to six (6) months in duration. Employees eligible for FMLA leave or sick leave shall have this six (6) month period reduced by such time utilized.

a) Requests for parental leave shall be submitted at least twenty (20) days in advance of the commencement of the leave, or as soon as practical in the event of an emergency. An employee must use his or her available paid leave before commencing on an unpaid parental leave, but may retain twenty-four (24) hours of sick leave in reserve.

b) In a parental leave of absence of ninety (90) days or less, the employee shall return to her/his former position, former classification, and former rate of pay. In a parental leave of absence of more than ninety (90) calendar days, the employee shall return to the first available position of equal grade for which she/he qualifies. If her/his former position has not been filled, she/he will return to her/his former position.

c) An employee who adopts a child shall be entitled to up to six (6) months of adoption leave, upon the same terms as set forth above for parental leave, which shall commence with the placement of the child in the employee's home.

30.09 Individual Leave. Employees may request and may be granted a discretionary unpaid leave of absence for reasons such as education, union business, to relieve a hardship, or for other matters not specifically covered by this Agreement. Requests for an individual leave shall be submitted at least twenty (20) days in advance of the commencement of the leave, or as soon as practical in the event of an emergency. Such leaves shall not exceed six (6) months in duration from the last day worked. Individual leave shall be approved solely within the discretion of the Director and its Board of Trustees.

30.10 In an individual leave of thirty (30) calendar days or less, the employee shall return to her/his former position, former classification, and former rate of pay. In an individual leave of more than thirty (30) calendar days, the employee shall return to the first available position of equal grade for which the employee is qualified. If her/his former position has not been filled, she/he will return to her/his former position. An employee must use his or her available vacation and personal leave before commencing on an unpaid individual leave. Employee needs to provide notice to management at least seventy-two (72) hours before returning to work.

30.11 Medically Necessary Reduced Work Schedule. In order to be eligible for a medically necessary reduced work schedule, the attending physician must provide a written status authorizing the employee's return on a reduced-hour work schedule and specifying that such return is medically appropriate, will present no additional medical risk, and that the employee will be able to perform regular job duties while working a reduced schedule. Any medical limitations or schedule restrictions, including hours per day or days per week, must be specified by the attending physician.

30.12 To return on a reduced-hour schedule, the employee must be able to work a schedule and perform the duties required by the job description. The Building/Department Manager shall determine if the employee's request can be accommodated. In the event the manager determines that the employee is unable to perform the duties assigned following her/his return to work on a reduced-hour schedule, the Manager may end the reduced hour schedule.

30.13 Employees may not file grievances to dispute decisions regarding return to work, scheduling, assignments, etc., made by managers under this interpretation. An employee may request a meeting with the Director to discuss this decision. The Director may revise or hold firm to these decisions, in his or her discretion, as a result of this meeting. No appeal of the Director's determination may be made through the grievance and arbitration procedure.

30.14 Insurance Benefits. The Employer will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement during an unpaid leave of absence such that said group coverages are continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Beginning with the first day of the calendar month immediately following the month in which the employee last actually worked or was on paid leave status, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA.

30.15 In the event of an approved disability leave of absence the Employer will continue to pay its share of all group insurance benefits consistent with the procedure set forth in this Agreement for a period of beginning with the month after the month in which the employee last actually worked or was on paid leave status. Beginning with the first day of the fourth (4th) calendar month immediately following the month in which the employee last actually worked or was on approved disability leave, whichever is later, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA.

30.16 General Conditions. A leave of absence without pay is not considered a break in tenure but seniority shall not accrue. During the approved leave of absence, the employee will not accumulate vacation, sick or holiday time. An employee may request an extension of an unpaid leave of absence to the Director in writing at least seven (7) calendar days prior to the expiration of the original leave of absence request.

30.17 If an employee takes any form of leave 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. Employees awaiting appointment to a vacancy in their former job classification may apply for posted positions.

30.18 If it is discovered that the leave is not being utilized for the purpose for which it is granted, the Director may take disciplinary action up to and including immediate discharge.

30.19 Military Leave. The Employer will comply with the Uniformed Services Employment and Reemployment Rights Act and all other applicable federal or state statutes or regulations relating to the employment rights of employees on military service. Further information may be obtained through the Administrative Office.

31.01 Eligibility. All employees are subject to the provisions of the Ohio Public Employees Retirement System (OPERS). The Employer and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by OPERS.

ARTICLE XXXII

INSURANCES

32.01 Medical Insurance. The Employer shall provide at least one (1) health plan that includes dental, vision and prescription drug benefits that are identical to that offered to management.

32.02 The parties agree to establish a Health Care Committee comprised of an equal number of bargaining unit employees and representatives of management for the sole purpose of investigating, researching and evaluating alternative health care plans and cost containment measures. Any alterations or modifications to the health care plans offered must be done in such a manner as to be beneficial to both parties. Employee contributions to the premiums are not subject to revision. The committee is to conduct this review prior to December 1 of each year to take advantage of any cost benefits that may apply to the next policy year.

32.03 The Employer will offer two (2) Kaiser health insurance plans. Health insurance will be available to employees regularly scheduled to work thirty-two (32) hours per week, and above. Those employees currently enrolled with the Employer's health insurance plan as of January 1, 2010, and who are regularly scheduled to work twenty (20) or more hours per week but below thirty-two (32) hours per week, can maintain their coverage through and until December 31, 2013.

32.04 Employees shall contribute the following to the premiums:

Full-Time Employees:

Single	15%
Family	25%
Employee/Spouse	25%
Employee/Children	25%

Part-Time Employees, hired before January 1, 2010:

30-39 hours	25%
20-29 hours	35%

Part-Time Employees, hired after January 1, 2010:

32-39 hours	25%
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32.05 Life Insurance. Premiums for fifteen thousand (\$15,000.00) dollars term life insurance and fifteen thousand (\$15,000.00) dollars in accidental death and dismemberment insurance will be paid by the Employer for all employees working twenty (20) hours or more per week. Whole life, disability and other optional supplemental insurance coverage is available to all employees who have been working twenty (20) or more hours per week for at least six (6) months. Coverage is also available for eligible employees' spouses and children or grandchildren. Payment by employees may be made through payroll deduction.

32.06 Employee Assistance Program. All Willoughby-Eastlake employees are covered by an Employee Assistance Plan at the expense of the Employer. This program provides employees and/or their families with professional, confidential, outside help, counseling, or information concerning human problems which may or may not affect job performance and which cannot be resolved alone or through normal supervisory assistance.

32.07 Deferred Compensation Program. The Employer participates in the Ohio Public Employees Deferred Compensation Program and Valic 403 and 457 savings programs. Eligible employees may participate through payroll deduction.

32.08 Cafeteria Plan. The Employer shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code.

ARTICLE XXXIII WAGES

33.01 Effective January 1, 2013, 2014, and 2015, employees will receive wages pursuant to the provisions of Appendix A, attached.

33.02 An employee being involuntarily transferred by the Employer to a position in a lower grade shall retain her/his salary. An employee moving to a position in a lower grade shall maintain the salary held at the higher grade so long as such salary falls at or below the midpoint of the salary range for such lower grade, otherwise the employee shall receive the midpoint of the lower grade.

33.03 When an employee completes and provides documentation of half of the course work toward the Master's degree in Library and Information Science (MLIS), the employee in the Children's and Reference Departments with a Bachelor's Degree shall receive a one and one-half (1.5%) percent increase in pay. When an employee completes the (MLIS) degree and provides satisfactory documentation of that degree to the Employer, said employee shall receive an additional three (3%) percent increase in pay. Satisfactory Documentation will consist of the following: For completion of half the coursework, the Employer requires an official transcript which shows the number of completed hours. For completion of degree, the Employer requires presentation of the diploma, or an official transcript, so that a copy may be made for the employee's personnel file. Increases will begin when the proper paperwork is received.

ARTICLE XXXIV PAY PERIODS/PAY DAYS

34.01 Employees are paid every two (2) weeks by direct deposit dated the Friday following the two (2) week pay period. Employees will be paid the Thursday prior to Friday bank holiday closings. Each employee's online paystub includes a statement of salary deductions and year-to-date totals and accrued benefits. Employees are expected to report any errors or discrepancies in their pay as soon as possible to the Fiscal Officer, or their designee. Pay stubs and W2's will also be made available electronically. W2's will be provided in hard copy upon request to the Fiscal Officer. The Employer reserves the right to use an online timesheet system. Any changes will be brought to the Labor/Management Committee.

34.03 The Employer will deduct any voluntary contribution authorized in writing by the employee to the employee's credit union, the Ohio Public Employee's Deferred Compensation Program and other authorized savings plans, medical insurance, supplemental insurance, Ohio Tuition Trust, and any federated charitable campaign such as the United Way.

ARTICLE XXXV

RETIREMENT AND RESIGNATION

35.01 Resignation. An employee who intends to resign shall inform the Building/Department Manager and shall submit a written resignation to the Building/Department Manager. In order to facilitate a smooth transition it is requested that professional employees give at least four (4) weeks advance notice of resignation and non-professional employees give two (2) weeks' notice. During the notice period following the submittal of a resignation, employees may be required to provide appropriate medical documentation from their treating physician in order to utilize sick leave. Upon an employee tendering her/his resignation, registration for forthcoming workshops/conferences may be cancelled.

35.02 Separation from Employment. At the time of retirement under the regulations of the Ohio Public Employees Retirement System (OPERS), the retiring employee will be paid for one-quarter (1/4) of all unused sick leave in cash at her/his current hourly rate, not to exceed one-quarter (1/4) of nine hundred sixty (960) hours for full-time employees, and not to exceed one-quarter (1/4) of the equivalent of eight (8) years of accumulated leave based on the average number of hours worked per week for part-time employees with time-off benefits.

35.03 Accumulated but unused vacation time and accumulated but unused compensatory time will be paid to the employee in his or her last paycheck. Upon the death of an employee, accumulated but unused vacation time and accumulated but unused compensatory time will be paid in cash to the employee's beneficiary or estate.

35.04 In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), former employees and family members are eligible to participate in the Employer's group health insurance plans at their own expense. Employees interested in such coverage should contact the Fiscal Officer promptly following separation from employment.

ARTICLE XXXVI

MISCELLANEOUS

36.01 Credit Union. Employees of the Employer are eligible to become members of WES (Willoughby-Eastlake School System) Credit Union. The spouse and dependent children of employees are also eligible for membership and may open their own accounts.

36.02 Facilities. Facilities are provided for the comfort and convenience of all employees in each building. These include lounge areas, eating facilities, lockers and rest rooms. The Willoughby-Eastlake Libraries are smoke-free facilities and smoking shall be prohibited within the buildings. Employees who wish to smoke will be permitted to do so in a designated outside area at each building.

36.03 Contract Printing. The Employer and the Union will share equally the cost of printing and duplication of this Agreement in sufficient quantities to provide one (1) legible copy to each employee and to new hires, within sixty (60) days of negotiations concluding, and the contract being signed.

36.04 Name Tags. Each Library employee shall wear a name tag identifying the individual as a Library employee. The listing of the name and/or position is optional. The Employer shall provide generic name tags for those employees who have forgotten their name tags.

36.05 Staff Development Day. Attendance at the Library's Staff Development Day shall be mandatory for all employees except: a) Students who have class that day; b) Employees holding other day jobs. Managers will block out Staff Development Day for vacation requests. The Employer will pay for lunch in lieu of mileage.

ARTICLE XXXVII FREEDOM OF SPEECH AND PRESS

37.01 An employee authoring an article may identify herself/himself as an employee of the Employer and may mention the Employer in the article or publication, provided that the employee indicates that the article or publication is written in her/his individual capacity and not as an employee of the Employer, and does not necessarily represent the views of the Employer, and further indicates that the Employer is in no way responsible for contents of her/his article or publication. It is further agreed that the above statement shall be incorporated into the Employer's personnel handbook.

ARTICLE XXXVIII SEVERABILITY

38.01 Should any change be made in applicable State or Federal Law, or should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provision would be automatically terminated and the remainder of the Agreement shall remain in full force and effect. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE XXXIX DISCIPLINE AND DUE PROCESS

39.01 The Employer shall not demote, suspend, discharge or take any disciplinary action against a non-probationary employee without just cause. Any disciplinary action will be based on an evaluation of all the facts including the nature and extent of the violation, previous conduct and extenuating circumstances. Supervisors are expected to communicate with employees regularly as they see problems develop. This may include coaching or referral to the Employee Assistance program. Such actions are non-disciplinary and are not subject to the grievance procedure.

39.02 The Employer shall follow progressive discipline, which shall generally include: 1) verbal warning; 2) written warning; 3) suspension; or, 4) discharge. Although the Employer favors progressive discipline, nothing herein shall limit the right of the Employer to use any of the disciplinary steps, consistent with requirements of just cause, up to and including immediate discharge, for any offense that is of such a nature that use of progressive discipline is not appropriate or warranted.

39.03 All employees shall have the right to Union representation at all steps of the disciplinary procedure. Disciplinary meetings shall be scheduled in a timely manner, with consideration given for obtaining Union representation. It is mutually desirable and encouraged that all disciplinary issues be resolved at the lowest administrative level consistent with the scope of the problem. Performance improvement plans may be utilized. This plan shall be mutually created among the employee, the supervisor and a Union representative, if desired by the employee.

39.04 All employees may appeal discipline taken against them through the grievance procedure as set forth in Article XL. Employees subject to discipline, up to and including discharge, shall receive notification of disciplinary actions in writing. All employees shall have the right to attach

a written rebuttal to all written disciplinary documents. The Union shall receive copies of all written disciplinary documents.

39.05 Except for pages, only the Director or her or his designee may suspend or terminate an employee. Building/Department Managers shall have the authority to suspend or terminate pages.

ARTICLE XL GRIEVANCE PROCEDURE

40.01 Definitions. A “grievance” is an alleged violation, misinterpretation or misapplication of a specific article, section, or provision of this Agreement. “Grievant” is defined as a member of the bargaining unit or a group of bargaining unit members initiating a grievance.

a. When more than one (1) 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.

b. During an employee’s probationary period, the employee may be disciplined at the discretion of management or discharged at the discretion of the Director. Such discipline or discharge shall not be subject to the grievance procedure. A Union representative may be present as an observer, but will have no authority to caucus or to have recourse through the grievance procedure.

40.02 Limitations. 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) (5), as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present at the final adjustment proceeding.

40.03 Initiation and Steps of Grievance.

Step 1: An employee shall make a reasonable effort to talk with her/his immediate supervisor for the purpose of resolving the grievance on an informal basis before filing a written grievance. An employee may request the presence of a Union representative if she/he so desires.

Step 2: An employee shall initiate a written grievance, if the grievance is not resolved in Step 1, with her/his Building/Department Manager anytime within seven (7) working days of the event giving rise to the grievance. The Building/Department Manager must reply in writing to the grievant within seven (7) working days after the receipt of the written grievance, with a copy to her/his supervisor and the Executive Board Member.

Step 3: If the grievance is not resolved with the Step 2 response, the grievant and/or the Union may appeal the grievance to Step 3 within seven (7) working days after receipt of the Step 2 response by filing a written appeal with the Director or her/his designee and submitting a copy to her/his Building/Department Manager. The Director will schedule a meeting with the grievant and a Union representative (if desired) within seven (7) working days after receipt of the appeal. Within seven (7) working days after the appeal meeting at Step 3, the Director or her/his designee shall render a written response to the grievant with copies to the Union representative and the Executive Board Member.

Step 4: If the grievance is not resolved after the Step 3 response, the grievant and the Union may initiate arbitration by filing a written notice of such decision with the Director within fourteen (14) working days after receipt of the Step 3 response.

40.04 General Conditions. The time limits set forth herein shall be strictly enforced, with a missed deadline acting as a forfeiture of a grievance by the Union. If the Employer fails to answer a grievance within the specific time limit, the grievance shall automatically move to the next step. However, any time limits may be extended for either the Employer or the Union by mutual agreement in writing between the parties.

40.05 If a grievance affects a group of members of the bargaining unit from more than one (1) building, or if it arises from the action of an authority higher than the grievant's Building Manager, it may initially be submitted at Step 3. In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the Union may cease processing the grievance, in which event the grievant may continue the procedure without Union assistance and at the grievant's own cost. The Union and the grievant will receive written copies of all notices and dispositions pertaining to a grievance.

40.06 Hearings and meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

40.07 If any time limit falls on a non-working day, then such time limit shall be extended to the first following working day. The term "working day" as used in this Agreement excludes days that the Administration office is closed, as well as days that the branch library in question is closed to the public.

40.08 Reasonable time during working hours will be allowed for the grievant and her/his Union representative to discuss, prepare for, and present the grievance. Arrangements for the use of Employer time must be approved with the grievant's supervisor, the Union representative's immediate supervisor, and with supervisors of any other employees who may be needed to give information as to the grievance, which approval shall not be unreasonably withheld.

40.09 The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service within the fourteen (14) working day period at Step 4, prior to written notification by the Union to the Director and the Federal Mediation and Conciliation Service of the Union's intent to arbitrate. If mediation is utilized the Union need not request a panel of arbitrators until ten (10) working days after the conclusion of the mediation.

ARTICLE XLI

ARBITRATION PROCEDURE

41.01 Upon filing its notice to arbitrate with the Director, the Union shall contact the Federal Mediation and Conciliation Service (FMCS) to request a panel of seven (7) arbitrators. The arbitrators shall be chosen by both parties by the alternate strike method, with the first party to strike to be selected by a method mutually agreed to by both parties. If the parties are unable to agree upon an arbitrator from this panel, or if either party is dissatisfied with the first panel, they shall request the Federal Mediation and Conciliation Service to send a second panel of arbitrators. The parties shall alternately strike from this second panel of arbitrators until an arbitrator is selected. The arbitration procedure and hearing shall be governed by the American Arbitration Association's then applicable rules and regulations.

41.02 The arbitrator shall not have authority to add to, subtract from or modify in any way the provisions of this Agreement. The arbitrator shall have jurisdiction only over the matter(s) submitted. The arbitrator is specifically prohibited from making any decisions which are inconsistent with the terms of this Agreement or contrary to law. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding.

41.03 The arbitrator's fees and expenses, and the cost of any hearing room, shall be shared equally by both parties.

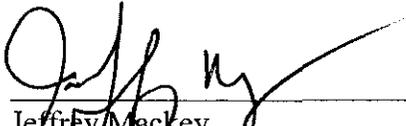
41.04 The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Employer and the Union and/or between the Employer and an employee(s) and by invoking this procedure the Union and the Employer waive the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive, and binding on the Employer, the Union, and the employees.

ARTICLE XLII DURATION

42.01 This Agreement shall be effective January 1, 2013, through and including December 31, 2015. This Agreement shall be renewed automatically for successive one (1) year periods if neither party initiates negotiations not less than sixty (60) days prior to the expiration of this Agreement.

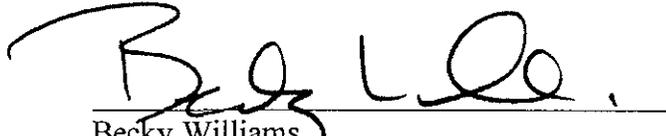
IN WITNESS WHEREOF, the parties have executed this Agreement this 22nd day of May, 2013.

FOR THE EMPLOYER:



Jeffrey Mackey
President
Board of Trustees

FOR THE UNION:



Becky Williams
President
SEIU/District 1199

APPENDIX A
JOB CLASSIFICATIONS, GRADES AND SALARY RANGE

<u>Grade</u>	<u>Job Classification</u>	<u>2013 Salary Range</u>	<u>2014 Salary Range</u>	<u>2015 Salary Range</u>
Grade 1	Page	7.89-9.98	8.07-10.20	8.23-10.41
Grade 2	Technical Services Page Public Relations Page	8.27-10.47	8.46-10.71	8.63-10.92
Grade 3	Interlibrary Loan Page	8.68-10.97	8.88-11.22	9.05-11.45
Grade 4	Vacant	9.12-11.55	9.33-11.81	9.51-12.05
Grade 5	Vacant	9.57-12.11	9.79-12.39	9.98-12.63
Grade 6	Circulation Support Staff Technical Services Support Staff	10.06-12.72	10.29-13.01	10.49-13.27
Grade 7	Vacant	10.55-13.37	10.79-13.67	11.00-13.94
Grade 8	Senior Support Staff	11.08-14.04	11.33-14.35	11.56-14.64
Grade 9	Interlibrary Loan Clerk Delivery Driver	11.65-14.73	11.91-15.07	12.15-15.37
Grade 10	Computer Technician	12.21-15.45	12.48-15.80	12.73-16.12
Grade 11	Delivery/Light Maintenance	12.83-16.23	13.12-16.60	13.38-16.93
Grade 12	Library Associate Assistant Children's Librarian Outreach Associate Computer & Networking Technician	13.47-17.06	13.77-17.44	14.05-17.79
Grade 13	Maintenance & Delivery	14.15-17.91	14.47-18.31	14.76-18.68
Grade 14	Head of Maintenance YA Associate	14.85-18.79	15.18-19.22	15.49-19.60
Grade 15	Vacant	15.61-19.76	15.96-20.20	16.28-20.61
Grade 16	Vacant	16.38-20.73	16.75-21.20	17.08-21.63
Grade 17	Librarian (with MLS degree) YA Librarian (with MLS degree)	17.20-21.77	17.59-22.26	17.94-22.71
Grade 18	Children's Librarian (with MLS degree)	18.04-22.84	18.45-23.36	18.81-23.82
Grade 19	Vacant	18.97-24.01	19.40-24.55	19.78-25.04
Grade 20	Vacant	19.93-25.23	20.38-25.79	20.79-26.31
Grade 21	Vacant	20.91-26.47	21.38-27.06	21.81-27.61