



AGREEMENT

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between

THE PUBLIC LIBRARY OF YOUNGSTOWN
AND MAHONING COUNTY

and

PUBLIC LIBRARIANS ASSOCIATION OF YOUNGSTOWN
Service Employees International Union District 1199, WV/KY/OH, The Health Care and
Social Service Union, CTW, CLC

Effective

October 1, 2013

through

March 31, 2016

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This is an Agreement by and between the Public Library of Youngstown and Mahoning County (hereinafter referred to as the "Employer") and the Public Librarians Association of Youngstown Service Employees International Union District 1199, WV/KY/OH, The Health Care and Social Service Union, CTW, CLC (hereinafter referred to as the "Union"). This Agreement sets forth the terms and conditions of employment of the employees represented by the Union and constitutes the sole and entire agreement between the parties with respect to matters set forth herein. All personnel policies or practices in conflict with the provisions hereof are discontinued. When the terms "she," "her," "he" or "him" are used in this Agreement in reference to a library employee it means either a male or female. When the term "employee" is used in this agreement it means all members of the bargaining unit. However certain portions of this agreement do not pertain to the Work/Study Librarian. (See also Appendix F, Work/Study Librarian Program.)

ARTICLE 1

Purpose

The purpose of this Agreement is to set forth the understanding between the Employer and the Union as to wages, hours and conditions of employment applicable to members of the bargaining unit.

ARTICLE 2

Dignity and Respect

The parties agree to maintain, encourage and assure the dignity of and mutual respect among all staff members at the Library.

ARTICLE 3

Term of Agreement

This Agreement shall become effective, and shall terminate, subject to the provisions of Article 24 (Duration) hereof. Any renewal or modifications hereof permitted under Article 24 (Duration) will be negotiated between the parties according to the rules of the National Labor Relations Board. The term "working days" as used in this Agreement shall mean the days Monday through Friday.

ARTICLE 4

Recognition

Section 1. Categories of Employees.

The Employer recognizes the Union as the bargaining agent for librarians in the following categories:

- Specialist
- Assistant Specialist
- Supervisor
- Assistant Supervisor
- Librarian
- Library Assistant
- Work/Study Librarian
- Temporary Employees [covered after three (3) months]

(excluding the Library Director, Manager of Public Service Operations, Human Resource Director, Director of Communications and Public Relations, Technical Services Director, Manager of Youth Services and Programming, Manager of Main Library and Staff Development, Technical Training Liaison, and Manager of Urban Branches and Community Engagement Coordinator, and other administrative staff.)

Section 2. Library Assistants.

The parties have agreed to the following conditions regarding the Library Assistant:

- a. This position requires a bachelor degree.
- b. A Library Assistant cannot advance beyond the Library Assistant grade on the salary scale without obtaining a Master of Library Science/Master of Library and Information Science Degree (MLS/MLIS.) Those positions bid as a Library Assistant only will remain as a Library Assistant position regardless if the incumbent filling the position receives her MLS/MLIS degree. A Library Assistant incumbent who receives her MLS/MLIS degree is only able to move to a Librarian position by bidding on an opening classified as a Librarian position. (See also Article 16, Section 2, Salary and Wage Provisions - Library Assistant Receiving an MLS/MLIS Degree.)
- c. The number of Library Assistant scheduled hours will not exceed twenty-five (25) percent of MLS/MLIS scheduled hours.
- d. The Library will maintain a minimum of one Full-Time Equivalent Professional Juvenile position in each branch unit. In no instance shall a Library Assistant or any combination of Library Assistants be construed as fulfilling the "Full-Time Equivalent Juvenile position in any unit."

Section 3. Work/Study Librarians – Conditions of Employment. (See also Appendix F, Work/Study Librarian Program.)

The parties have also agreed to the terms and conditions of a Work/Study Librarian Program dealing with the use of apprentice librarians by the Employer:

- a. Work Study. Persons may be employed by the Employer as Work/Study Librarians to be trained as professional librarians. Such persons shall be scheduled to work and assigned to locations as directed by the Employer. However, no Work/Study Librarian shall be assigned to any position except as described in Section 3.c. of this Article.
- b. Library School. Any person hired as a Work/Study Librarian must be enrolled in an ALA-accredited library school in an MLS/MLIS program. Such person must schedule her attendance at such school so that the master's degree will be obtained within five (5) years from the date she commences work with the Employer as a Work/Study Librarian. A Work/Study Librarian is entitled to apply for a leave of absence or a partial leave of absence in order to attend library school in accordance with Article 20 (Leaves of Absence) of this agreement. Generally, such person shall attend school at least one term per year and must satisfactorily complete all courses and provide the Employer with evidence of satisfactory completion. If a Work/Study Librarian does not attend school as provided herein, or if she does not satisfactorily complete the classes, she shall be discharged by the Employer and such discharge shall be considered by the Employer and the Union as a discharge for just cause.
- c. Pending agreement between the Administration and the Union/PRC, a qualified Work/Study Librarian may, on a case-by-case basis, temporarily fulfill the requirement of a "Full-Time Juvenile position in any unit." Any such appointment will be an interim assignment and the Administration will continue to recruit for a juvenile Librarian with an MLS/MLIS degree to fill that position. A Work/Study Librarian assigned to temporarily fulfill the requirement of a "Full-Time Juvenile position in any unit" must have either background at the Library as a Library Assistant or as a Work/Study Librarian or possess relevant education or experience to successfully perform the duties of a "Full-Time Juvenile position in any unit." Relevant education or experience might consist of teaching in a preschool, kindergarten or elementary school, and/or employment in another public library with responsibility for children's work, etc.
- d. Benefits. To the extent they qualify, Work/Study Librarians shall be entitled to receive the employment benefits contained in the Collective Bargaining Agreement between the Employer and the Union with exceptions and variations as noted in this contract.

Section 4. Temporary Employees.

Temporary employees may be hired for up to three (3) consecutive months for bargaining unit work. Thereafter, a temporary employee's position becomes part of the bargaining unit with the incumbent remaining in the position. Substitutes are not considered temporary employees.

Section 5. Volunteers.

Under the supervision of a designated Library department or agency and with guidelines established by the Library, volunteers perform activities supporting public service. The Library shall not use volunteers in a manner that results in the displacement or layoff of bargaining unit employees or for the replacement of a bargaining unit position.

ARTICLE 5

Professional Relations CommitteeSection 1. Professional Relations Committee.

A Professional Relations Committee (PRC) shall be composed of three (3) representatives from the Administration and three (3) representatives from the Union. The purpose of this Committee is to provide a method of communication and recommendation regarding matters of mutual concern and interest with respect to library practice, professional development, technological changes and the effects of management decisions on the bargaining unit. Generally, the Professional Relations Committee will meet bi-monthly or as requested by either party for approximately one hour during regular library hours and members scheduled to work at that time shall receive release time.

Section 2. Reclassification.

The Professional Relations Committee shall review reclassification requests from employees or the Union. Requests for reclassification review may be submitted to the Professional Relations Committee during the months of March and September. Such a request must be based on documented changes in the actual duties of the position. See the "Guidelines for Reclassification" for the procedure for submitting a request.

ARTICLE 6

Management Rights

The management of the Library, the control of the premises, and the direction of the work forces are vested exclusively with the Employer. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote, or layoff for lack of work, and to suspend, demote, discipline or discharge for just cause; to determine staffing patterns including, but not limited to, the assignment of librarians, the duties to be performed, the qualifications required and areas worked; to determine or change the method and means by which its operations are to be conducted; and to carry out the ordinary customs and functions of management subject only to such restrictions and regulations of these rights as are specified by this Agreement. The parties agree that a demotion for reasons other than discipline does not require just cause.

ARTICLE 7

Freedom of Speech

An employee authoring an article or giving a speech may identify herself as an employee of the Public Library of Youngstown & Mahoning County and may mention the Library System in such article or publication, provided that the employee indicates that the article or publication is written in her individual capacity, and not as an employee of the Library, does not necessarily represent the views of the Library, and further indicates that the Library is in no way responsible for contents of her article, publication or speech.

ARTICLE 8

No Strikes or Lockout

During the term of this Agreement, there shall be no strikes, slowdowns, picketing, boycotts, or interference with the operation of the Library or any of its branches, or work stoppages by the Union or any of its members. The Union agrees that it will not, directly or indirectly, call, sanction, encourage, finance or assist in any way any of the foregoing prohibited acts. The foregoing is not intended to deny any individual employee his right to resign for any reason. The Employer agrees that there shall be no lockout of its employees during the term of this Agreement. Refusal to cross a legitimate and bona fide picket line, as defined in this paragraph, shall not be deemed a violation of this Agreement. Such a picket line is one established and maintained by a union, or other organization, officially recognized as a bargaining agent, about any of the premises of the Library, with whom the Library is engaged in a bona fide dispute over wages, hours, or working conditions of its employees. Collusive picket lines, jurisdictional picket lines, hot cargo picket lines, secondary boycott picket lines, demonstration picket lines, and strikes in violation of a no-strike clause in a labor agreement are not legitimate in bona fide picket lines within the meaning of this Agreement.

ARTICLE 9

Job Descriptions, Performance, and Disciplinary ActionSection 1. Job Descriptions.

Job descriptions for all positions and special assignments shall be developed. Job descriptions will be available to the staff.

Section 2. Performance Evaluations and Performance Improvement Plan (PIP.)

Supervisors shall evaluate employees on an annual basis or at any other times at the discretion of the Library. The purpose of the performance review is to inform the employee of any strengths or weaknesses she may have in her performance, to provide the employee with additional instructions on improvement needed and to allow the employee to ask questions or make suggestions regarding the work of the agency. However, if problems do exist, the following corrective action may be employed:

- a. A Performance Improvement Plan (PIP) shall outline areas of deficiency. This written plan of action, set up by the supervisor, the employee, a member of the administration and a union representative, shall include a timeline for completion. Such a plan may include remedial education. If, at the end of this process, corrective action has not been achieved, the outcome may include reassignment, demotion, suspension or dismissal.
- b. Neither demotion nor reassignment will result in bumping. In the event of a demotion, the employee will return to the pay scale of the lower classification. For reassignment purposes, the employee may be offered a vacant position not filled through the bidding process or be assigned to a temporary position.

Section 3. Disciplinary Action.

- a. An employee must have personal notice of any disciplinary action taken against her, including a copy of any written charge or other comment to be placed in her file.
- b. If the action involves written reprimand, suspension or dismissal, a copy of the notice must also be given to the Union. Appeal of the action may be taken in Step 2 of the Grievance Procedure and appealed to arbitration. Disciplinary cases shall be expedited.

Section 4. Discharge.

- a. An employee shall not be preemptively discharged. In all cases in which the Employer may conclude that an employee's conduct justifies suspension or discharge, she shall be suspended initially for not more than five (5) working days. If the employee affected believes that she has been unjustly dealt with, she may file a grievance at the Step 3 level.

- b. In the event that it should be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge or suspension, the Employer shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost in line with the hours actually worked in her job, unless otherwise mutually agreed between the parties.
- c. Generally, a Work/Study Librarian shall attend school at least one term per year and must satisfactorily complete all courses and provide the Employer with evidence of satisfactory completion. If a Work/Study Librarian does not attend school as provided for herein, or if she does not satisfactorily complete the classes, she shall be discharged by the Employer and such discharge shall be considered by the Employer and the Union as a discharge for just cause. (See also Appendix F, Work/Study Librarian Program.)

Section 5. Personnel Files.

The Employer will maintain personnel files in the Human Resource Office for all employees. An employee will have the right to inspect all materials contained in her personnel file except information obtained in the nature of pre-employment data. Any such inspection by the employee must be made at a time mutually convenient to her and the Human Resource Director. The employee will have the opportunity to countersign all reports concerning her, any evaluation of her work or any other statement that is to be added to her file. Such signature shall be an indication that she has seen such reports. Anonymous (unsigned) statements from sources outside the Library, either crediting or discrediting the employee or his work performance shall not be placed in his file. Employees may make a copy of material placed in the file except the pre-employment data referred to above. Employees may submit information or comments to the file.

ARTICLE 10

Grievance Procedure

Section 1. Time Limits.

The Union will not present, and the Employer will not consider, any grievance unless it is presented within thirty (30) calendar days from the date the Union or employee involved has actual or constructive knowledge of the occurrence out of which the grievance arose.

Section 2. Grievance Steps.

It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Library. For the purposes of this Agreement, the term "grievance" is defined as a dispute between the Library and a named employee or named employees, or between the Library and the Union as a class action, concerning the interpretation, or intent, or application of, or compliance with, any provision of this Agreement. It is agreed that such dispute shall be settled in the following manner:

Step 1.a. If the immediate supervisor of the employee(s) has the authority to resolve the dispute, the employee(s) shall discuss the matter verbally with the supervisor. If the employee(s) so elect(s), a representative of the Union may be present.

Step 1.b. If the immediate supervisor lacks the authority to resolve the matter, the employee(s) shall discuss the matter verbally with an appropriate administrator such as the Manager of Public Service Operations, Manager of Youth Services and Programming, Manager of Main Library and Staff Development, Manager of Urban Branches and Community Engagement Coordinator, or Human Resource Director. If the employee(s) so elect(s), a representative of the Union may also be present.

Step 2. If the matter is not settled in Step 1.a. or 1.b., a written grievance must be filed within eight (8) working days of the completion of Step 1.a. or 1.b. with the Manager of Public Service Operations or her designee. Within three (3) working days after the filing of the grievance, a meeting will be held with the Manager of Public

Service Operations or her designee, the grievant(s), and if the employee(s) so elect(s), a representative of the Union. Within five (5) working days following the meeting, the Manager of Public Service Operations or her designee shall issue a written answer to the grievance with a copy sent to the grievant(s) and to the Union.

Step 3. If the grievance is not satisfactorily settled in Step 2, the employee(s) and/or the Union may, within eight (8) working days of the receipt of the Step 2 answer, appeal in writing to the Human Resource Director. Within three (3) days after the receipt of the appeal, the Human Resource Director shall schedule a meeting with the grievant(s), a Union representative if the grievant(s) so choose(s), and the Human Resource Director. The Human Resource Director shall issue a written decision to the grievant(s) within three (3) working days following such meeting. If the issue could affect other members of the bargaining unit, the Union shall be notified of such meeting and shall have a right to be present and participate.

Step 4. If the grievance is not settled in any of the foregoing steps, the Union may refer the matter to binding arbitration within thirty (30) calendar days of the receipt of the Employer's Step 3 response. The written notification to proceed to arbitration must be sent to the Human Resource Director and to the Federal Mediation and Conciliation Service.

Section 3. Mediation.

The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service within the first fourteen (14) calendar days of the thirty (30) calendar day period at Step 4, prior to written notification by the Union to the Human Resource Director and the Federal Mediation and Conciliation Service of the Union's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If mediation is utilized the Union need not request a panel of arbitrators until fourteen (14) calendar days after the conclusion of the mediation. In that event the party wishing arbitration must provide written notification of intent to arbitrate to the other party within fourteen (14) calendar days of receipt of written notification of withdrawal from mediation.

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

Section 4. Arbitration Procedure.

The Federal Mediation and Conciliation Service shall submit a list of names of arbitrators to the parties. If the parties are unable to agree upon an arbitrator from such list within four (4) weeks, they shall request the Federal Mediation and Conciliation Service to send a second list of arbitrators. Within four (4) weeks of the receipt of the second list, the parties shall alternately strike from such second list of arbitrators until an arbitrator is selected. The procedure for arbitration shall be thereafter in accordance with the rules and regulation of the American Arbitration Association provided:

- a. The Arbitrator's decision shall be binding upon both parties and each will promptly comply therewith.
- b. In no event shall the arbitration modify or amend the provisions of this Agreement.
- c. Each party to the arbitration will bear its own expenses including expenses of counsel and witnesses presented by it, but the parties will share equally the fees and expenses of the Arbitrator.

ARTICLE 11

Hours of Work and Overtime

Section 1. Normal Hours of Work.

- a. Full-Time Employees. The normal working schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week.

- b. Part-Time Employees. The normal working schedule for part-time employees shall be the number of hours a week a position is bid and will average no less than twenty (20) hours per week.
- c. Compensatory Time. Hours worked in excess of eight (8) hours a day due to regular staff meetings, staff development, or training shall be taken as compensatory time at the regular rate of pay instead of at the overtime rate. Compensatory time shall be taken within the pay period in which it was earned or carried over to the next period if necessary. In any event, compensatory time in any one (1) week may not exceed eight (8) hours. It is understood and agreed that the staff development or training shall not be scheduled on a Sunday.
- d. Overtime. Hours worked in excess of eight (8) hours in any one (1) workday or forty (40) hours in any one (1) workweek shall be paid at one and one-half (1 ½) times the employee's regular straight-time hourly rate. An employee shall not be paid both daily and weekly overtime for the same overtime hours worked. Overtime hours shall be scheduled on a rotating basis for those qualified to do the work beginning with the most senior employee in a department/unit. If an employee offered the overtime refuses it, the next most senior employee shall be offered the overtime and the procedure shall continue through the complete list of employees in that department/unit. Only when that list has been exhausted shall the most senior employee qualified to do the work be eligible for overtime again. If there are no qualified employees in the department/unit who accept the overtime hours, the Employer may seek volunteers from outside the department/unit who are on the volunteer overtime list in order of seniority and rotating down the list in the same manner, if qualified. See also the "Provisions for Overtime" policy, February 2001, with subsequent amendments.

Section 2. Sunday Hours.

When the Library is open for public service on Sundays which would require bargaining unit employees to work on Sundays, the following provisions shall apply:

- a. The Administration shall first solicit bargaining unit employees to volunteer for Sunday work. Assignments for volunteers shall be rotated among those employees who volunteer beginning with the most senior employees.
- b. If, following the initial voluntary assignments, additional employees are needed for Sunday work, the Administration will schedule mandatory assignments on a rotating basis beginning with the least senior employee who has not been scheduled or who has been scheduled for the least number of Sundays during the current scheduling period, and has worked the least number of Sundays within the last calendar year. The last calendar year is defined as that twelve (12) month period prior to each scheduling session. See also the "Provisions for Overtime" policy, February 2001, with subsequent amendments.
- c. All hours worked on Sunday shall be overtime hours and shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. For purposes of computing overtime, overtime pay shall be paid only for time actually worked by the employee.
- d. Following the posting of Sunday assignments employees may trade or give away their Sunday assignment(s) and shall notify the Administrative Office of such changes.
- e. Scheduling for Sunday hours will be accomplished in accordance with the following provisions:
 1. The Library will provide a volunteer sign-up sheet to each employee twice per year beginning in June of each year for the time period from September through December and in October of each year for the time period from January through May. Employees shall complete the sign-up sheets and return them to the Administrative Office within fourteen (14) days of distribution.
 2. The sign-up sheet shall include the number of Sundays an employee is willing to work, any specific dates for which the employee is unavailable for Sunday work and the employee's preference for location(s) to work.
 3. The Library will determine Sunday assignments from the sign-up sheets and in accordance with Sections 2.a. and 2.b. above. The Library will post Sunday assignments at least one (1) month prior to the beginning of each Sunday term.

Section 3. Holiday Work.

When bargaining unit employees are needed to work on one of the holidays when the Library is normally closed, as listed in Article 12, Section 1 (Holidays), the following provisions shall apply:

- a. The Administration shall solicit employees to volunteer for specific holiday events. Assignments for volunteers shall be rotated among those employees who volunteer, beginning with the most senior employee who is qualified to do the work. If additional employees are needed, the Professional Relations Committee shall meet to seek a resolution in order to provide coverage.
- b. A full-time employee working on any said holiday shall be paid two (2) times her regular rate of pay for all hours worked plus eight (8) hours of straight-time pay for the holiday, if applicable. A part-time employee shall be paid two (2) times her regular rate of pay for all hours worked plus her appropriate straight-time pay for the holiday, if applicable. Holiday premium shall be paid only for time actually worked by the employee.

Section 4. Work on Off Days.

Any full-time employee called to work on his scheduled day off, or recalled after his normal workday, shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked, with a minimum schedule of four (4) hours at one and one-half (1 ½) times, or given one and one-half (1 ½) compensatory time off which shall be scheduled within the pay period during which the work was performed at a time mutually convenient to the employee and the Employer. If it is not possible to schedule the time off within the pay period during which the work was performed, compensatory time must be taken no later than the end of the subsequent pay period. This section shall also apply to any Work/Study Librarian scheduled for a forty (40) hour workweek when the circumstances described above occur. (See also Appendix F, Work/Study Librarian Program.)

Section 5. Lunch Period.

An employee who works a split day or for a full eight (8) hour turn, starting at 11:00 a.m. or later, shall receive a forty-five (45) minute paid supper period. Such supper period shall be forfeited if the employee is more than one (1) hour and fifteen (15) minutes tardy in arriving at work, but shall not be forfeited if the employee is no more than one (1) hour and fifteen (15) minutes tardy.

Section 6. Absences.

- a. Time lost by an employee due to unexcused absences or tardiness shall be deducted from her pay or vacation credit.
- b. Time lost by an employee due to excused absence or tardiness shall either be deducted from her pay or vacation credit, or be made up by her as determined by her supervisor. Generally, time shall be made up in the pay period in which it was lost. Except, if the employee has unused vacation time, then lost time may be made up no later than the end of the pay period following the one in which time was lost. If the time is not made up within those two pay periods, a deduction of not less than four (4) hours will be made from vacation time. Any time deducted from vacation credit, as provided for herein, shall be done so in units of no less than four (4) hours.
- c. Make-up time shall not be counted in the computation of daily or weekly overtime. Make-up time shall not be made up during paid time – i.e., breaks, paid meal times.
- d. Make-up time may be used without exhausting all other benefit time. Generally, make-up time should be taken in increments of less than four (4) hours unless other benefit time is exhausted.
- e. Non-emergency make-up time must be approved by the supervisor prior to use. Non-emergency make-up time may be considered for special events or needs of a non-recurring nature. Non-emergency make-up time may not be used if it causes an undue burden on other Library staff or if it compromises Library service.
- f. An emergency shall be defined as an incident of an unexpected nature beyond the employee's control that requires immediate help or relief (e.g., weather conditions, etc.)
- g. Make-up time may not be used to account for time lost due to chronic tardiness.
- h. In all cases time to be made up must be scheduled subject to supervisor's approval.

- i. Time lost because of "Acts of God," civil disorders, or other reasons which cause the Library Director or the Library Board to order the Library closed, shall not be considered minus time. Employees will receive pay for all hours which they are scheduled but do not work because of such closing, unless they were excused from such work prior to such closing.

Section 7. Scheduling.

- a. General Provision. The Employer shall schedule the operation at its various locations in such a manner as, in its sole discretion, best fulfills the purposes and function of a public library. Schedules shall be posted no later than Thursday of the prior week. Employees shall share in normal schedules in their respective agencies. Deviations from the posted schedule may be made in order to meet the operational needs or changes of the Library. However, posted schedules shall not be changed without the knowledge and consent of the affected employee. The Library shall give employees notice of any changes as far in advance as circumstances reasonably allow.
- b. Personal Flex-Time. An employee may request to adjust her schedule to accommodate special needs without compromising public service or inconveniencing fellow employees. All hours are to be accounted for in the same day. Generally, flexible scheduling cannot be used at the end of the day. Employees must report to work by the time that their agency is open. Requests for flexible scheduling shall be submitted to the supervisor in writing. Vacation schedules come first in granting special scheduling requests. Other factors may include departmental and system-wide cooperation of coworkers in covering scheduling needs. Overtime is excluded for this purpose. Final approval rests with the Library. If the request is denied, there will be a written explanation.
- c. Educational Flex-Time. An employee may request to adjust her schedule to take advantage of educational opportunities that cover an extended period of time. Such educational opportunities should enhance professional performance. Formal agreements shall be established on an individual basis to accommodate the employee without compromising public service or inconveniencing fellow employees. Requests for educational special scheduling shall be submitted to the supervisor in writing forty-five (45) days in advance. The Library shall make every effort to accommodate special scheduling agreements. Vacation schedules come first in granting special scheduling requests. Other factors may include departmental and system-wide cooperation of coworkers in covering scheduling needs. Employees must be aware of possible conflicts which may prevent their being able to fulfill their commitment. The formal agreement may be subject to cancellation in the event of an emergency such that the Library cannot be staffed. Final approval rests with the Library. If the request is denied, there will be a written explanation.

Section 8. Breaks.

Employees shall receive a fifteen (15) minute relief period every four (4) hours to be scheduled in the middle two (2) hours of the period. An employee shall receive two (2) fifteen (15) minute relief periods for working more than four (4) but less than eight (8) hours in one day. Relief periods shall not occur at the beginning or the end of the day, nor shall they be tacked on to a lunch period. The Employer will endeavor to schedule split workdays at a minimum. Such days will be scheduled at the discretion of the supervisor.

ARTICLE 12

Holidays

Section 1. Full-Time Employees.

The Library will close on the following days which shall be recognized as legal holidays without salary deduction for full-time employees:

NEW YEAR'S DAY

MARTIN LUTHER KING DAY

THE DAY BEFORE EASTER

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

THANKSGIVING DAY

THE DAY BEFORE CHRISTMAS

CHRISTMAS DAY

THE DAY BEFORE NEW YEAR'S DAY

Should any of the said holidays be observed on a day that the Library, or any of its agencies, is normally closed, full-time employees so affected shall be given a day off in either the week before or the week following such holiday. Such a day off shall be scheduled at a time mutually convenient to the employee and the Employer. However, should any of the said holidays fall on a Sunday, the following Monday or the day so proclaimed by the President of the United States or the Governor of the State of Ohio shall be considered as the day observed for the holiday for all purposes of this Article. An employee will not receive pay for any of the above-listed holidays unless she works her scheduled day preceding such holiday and her scheduled day following such holiday, unless she is absent from either or both of such days because of a bona fide illness or other unavoidable reason which has been approved by her supervisor. The Library may require a physician's statement justifying the use of sick leave on the day before or after a holiday. (See also Article 11, Section 3, Hours of Work and Overtime - Holiday Work.)

Section 2. Part-Time Employees.

- a. A part-time employee shall have completed six (6) months of continuous service from the date of hire and shall have worked her scheduled days as set forth in Section 1 hereof to be eligible for holiday benefits. (See also Article 18, Section 2.d.4., Seniority and Layoff – Non-PLAY Employees.)
- b. Hours and Pay. A part-time employee shall be paid and given hours off the schedule in the period from February 1st through January 31st of the following year based on her average hours compensated per week in the previous calendar year, January 1st through December 31st. Prorating shall be according to the following chart:

<u>Average Hours Worked</u>	<u>Hours and Pay</u>
00.001 – 24.000 hours/week	4 hours
24.001 – 28.000 hours/week	5 hours
28.001 – 32.000 hours/week	6 hours
32.001 + hours/week	7 hours

- c. Hours and Pay for New Part-Time Employees. When a new part-time employee becomes eligible for holiday benefits, her pay and hours off the schedule for the remaining contract year shall be based on the average number of hours compensated per week during her first six (6) months of continuous service.

Section 3. Work/Study Librarian.

All holidays for Work/Study Librarians are taken without pay each year. In the pay period that follows their anniversary date of employment, they shall receive pay for all holidays during the preceding anniversary year based on average weekly hours worked. If a Work/Study Librarian averaged thirty-two (32) hours or more per week, she shall receive eight (8) hours pay for each holiday. If a Work/Study Librarian averaged under thirty-two (32) hours per week, she shall receive four (4) hours pay for each holiday. For purposes of scheduling, a Work/Study Librarian will work a minimum of twenty-four (24) hours during the week in which a holiday falls. (See also Appendix F, Work/Study Librarian Program.)

ARTICLE 13

Personal Days

(Termination – See Article 22)

Section 1. Full-Time and Part-Time Employees.

- a. Accrual. Employees shall be allowed two (2) personal days in each calendar year, which shall accrue as follows:
1. An employee works through President's Day - entitled to one (1) personal day
 2. An employee works through June 30th - entitled to second personal day.

- b. Scheduling. Employees will not be required to schedule personal days prior to any specific date; however, these personal days must be taken during the calendar year. Scheduling of these days will be subject to supervisory approval. Such approval shall be freely given when scheduling permits and shall not be refused in case of emergency. Personal days PLANNED for Thanksgiving week through the end of December should be scheduled the same as VACATION days. (See Article 14, Section 5, Vacations – Scheduling.)

Section 2. Part-Time Employees.

Hours paid and hours off the weekly schedule for each personal day taken during the period from February 1st through January 31st of the following year shall be based on the employee's average hours compensated per week in the previous calendar year, January 1st through December 31st. (See also Article 18, Section 2.d.4., Seniority and Layoff – Non-PLAY Employees.) Prorating shall be according to the following chart.

<u>Average Hours Worked</u>	<u>Hours and Pay</u>
00.001 – 24.000 hours/week	4 hours
24.001 – 28.000 hours/week	5 hours
28.001 – 32.000 hours/week	6 hours
32.001 + hours/week	7 hours

Section 3. New Employees.

- a. New Full-Time Employees. New full-time employees hired prior to President's Day and/or Columbus Day will accrue one (1) or both personal day(s) for each holiday worked. This/these personal day(s) may be taken at any time during the calendar year according to Section 1.b. of this Article.
- b. New Part-Time Employees. New part-time employees hired prior to President's Day and/or Columbus Day will accrue one (1) or both personal day(s) for each holiday worked. Part-time employees shall be granted hours and pay based on the average number of hours compensated during the first six (6) months of employment. (See Section 2.) The employee must have six (6) months continuous service from her date of hire before taking any accrued personal days. If possible, these personal days should be taken within the calendar year. If this is not possible, these days shall be taken by her anniversary date of hire. Other provisions of Section 1.b. of this Article apply for scheduling of these days.

Section 4. Work/Study Librarian.

All personal days for Work/Study Librarians are taken without pay each year. In the pay period that follows their anniversary date of employment, they shall receive pay for all personal days during the preceding anniversary year based on average weekly hours worked. If a Work/Study Librarian averaged thirty-two (32) hours or more per week, she shall receive eight (8) hours pay for each personal day. If a Work/Study Librarian averaged under thirty-two (32) hours per week, she shall receive four (4) hours pay for each personal day. For purposes of scheduling, a Work/Study Librarian will work a minimum of twenty-four (24) hours during the week in which a personal day falls. (See also Appendix F, Work/Study Librarian Program.)

ARTICLE 14

Vacations

(Termination – See Article 22)

Section 1. Full-Time Employees.

- a. Full-time employees shall be granted the following vacations with pay each year based upon their seniority as follows:

Length of Service	Length of Vacation
1 year, less than 3 years	15 working days
3 years, less than 5 years	17 working days
5 years, less than 8 years	19 working days
8 years, less than 12	21 working days
12 years or more	23 working days

- b. During a new full-time employee's first calendar year of employment, she will accrue the following vacation time to be taken during the following calendar year:

Employed	Length of Vacation	Effective Date
January 2	15 days	January 1
February 1	14 days	January 1
March 1	13 days	January 1
April 1	11 days	January 1
May 1	9 days	January 1
June 1	8 days	January 1
July 1	7 days	January 1
August 1	6 days	February 1
September 1	5 days	March 1
October 1	4 days	April 1
November 1	3 days	May 1
December 1	2 days	June 1

- c. The vacation period shall be on a calendar basis from January 1st to December 31st, inclusive. As of January 1st of each year, employees shall become eligible to take vacation earned the preceding year.
- d. Full-time employees hired prior to June 1, 2011 shall be granted vacation according to the chart in Appendix E.

Section 2. Part-Time Employees.

- a. All part-time employees will be granted the following vacation with pay each year based upon their seniority as follows:

Length of Service	Length of Vacation
Less than 3 years	2 weeks
3 years, less than 8 years	3 weeks
8 years or more	4 weeks

- b. During the first year of employment, the part-time employee will be entitled to vacation with pay as of the anniversary date of hire. Vacation pay for each week will consist of the average number of hours for which the individual received pay per week during the anniversary year.
- c. For part-time employees, the vacation accrual year to be used in establishing eligibility for vacation shall be the anniversary year of the individual's continuous service with the Library, computed from his last date of hire. Thereafter, as of January 1st through December 31st of each year, part-time employees will take vacations earned the preceding calendar year. Vacation pay for each vacation week shall consist of the average number of hours for which the part-time employee received pay per week during the preceding calendar year.
- d. Part-time employees hired prior to June 1, 2011 shall be granted vacation according to the chart in Appendix E.

Section 3. Eligibility.

To be eligible for a vacation, a full-time or part-time employee must have worked at least eighty (80) percent of his scheduled work time during the preceding calendar year. For purpose of this Section, absence due to sickness up to a maximum of fifteen (15) scheduled working days and absences due to vacation shall count as time worked. If an employee was on an authorized leave of absence during the preceding year, he shall be entitled to vacation time proportionate to the time he was actively employed during such period. To qualify for this vacation, he must have worked at least eighty (80) percent of his scheduled work time. If he is a full-time employee and does not qualify under the eighty (80) percent of scheduled work time provision, he shall be entitled only to the same amount of vacation that a new full-time employee would accrue, per the accrual chart, related to vacation for the first year of employment.

Section 4. Work/Study Librarian.

A Work/Study Librarian shall not receive any vacation benefits but shall, upon request, be granted two (2) weeks unpaid vacation per calendar year. In the first year following receipt of the MLS/MLIS, she shall be eligible to receive a minimum of ten (10) days of paid vacation. (See also Appendix F, Work/Study Librarian Program.)

Section 5. Scheduling.

So far as practicable, vacations will be scheduled and taken at times most desired by employees based on their seniority. However, in order to insure the orderly operation of the Library, the final right to allot vacation periods and to schedule individual vacations is exclusively reserved to the Employer.

- a. From November 1st – 15th each year, eligible employees can request vacation for the upcoming January through March period, and such requests shall be awarded by seniority. Once approved, vacation for this period cannot be revoked or superseded by a more senior employee.
- b. Annual vacation scheduling shall begin once the seniority list is available, to be approved by Administration by March 31st. Vacation schedules shall be posted by the employee's department head in writing after official approval is received.
- c. Up to two (2) days of vacation for each employee may remain unscheduled until September 15th of each year, at which time such vacation days shall be scheduled, subject to any changes which may thereafter be agreed to by the mutual consent of the employer and of the employee.
- d. Vacation must be taken in periods of no less than four (4) hours or multiples thereof.
- e. For vacations that require advance financial commitment, pre-approval can be obtained by getting written consent on Form 517 from an employee's supervisor and senior librarians in her unit. Documentation of financial commitment may be required prior to the routing of the vacation schedule. New employees taking positions in the unit will not affect a request once officially approved. However, an approval could be affected by the requesting employee taking a position in a different unit. If this should occur, every effort will be made by bargaining unit members and the Administration to accommodate this special vacation commitment as documented on Form 517.

Section 6.

In the event of death of any employee, her earned vacation shall be paid to her surviving spouse or her estate.

Section 7.

Vacations may not be accumulated from year to year, nor may a vacation be postponed from one year to another unless approved by the Employer.

Section 8.

A full-time employee or part-time employee on a pro-rata basis may choose to work for up to five (5) days of vacation per year and receive her regular compensation for such days, in addition to vacation pay. All days requested must be unscheduled days. The two (2) yearly request deadlines are:

<u>Request Deadline:</u>	<u>Payout by:</u>
March 15 th	Second pay of April
September 1 st	First pay of October

The September 1st buyout request is limited to up to two (2) days of unscheduled vacation, in accordance with Section 5.c. of this Article. An employee who chooses to use buyout days will have such days deducted from her vacation balance.

ARTICLE 15

Funeral LeaveSection 1. Full-Time Employees.

When death occurs in a full-time employee's immediate family, absence of up to three (3) working days for which the individual is scheduled to work shall be allowed without loss of pay. Such paid leave may be taken prior to or subsequent to the day of the funeral or memorial in a consecutive or non-consecutive manner and may be taken in the pay period in which the death occurs and/or the pay period when the funeral or memorial occurs. These days may be taken off in half-day increments. It should be noted that the mileage provision as set forth in Section 4.b. of this Article shall be granted only once per application of this section.

Section 2. Part-Time Employees.

If a part-time employee is scheduled to work the day of the funeral or memorial or a day prior to or subsequent to the day of the funeral or memorial of an immediate family member, she shall be granted any or all of these days off with pay.

Section 3. Work/Study Librarian.

Work/Study Librarians shall receive funeral leave without loss of pay based on their current status of full-time or part-time, which shall be determined by the number of hours they are scheduled to work during the week in which the funeral or memorial occurs, i.e., forty (40) hours equals full-time, under forty (40) hours equals part-time. (See also Appendix F, Work/Study Librarian Program.)

Section 4. Other Provisions.

- a. The phrase "immediate family" is defined to mean grandparents, parents, step-parents, spouse, lineal descendants (by blood or adoption), parents-in-law, stepchildren, brothers and sisters (including in-laws), and sons-in-law and daughters-in-law. In-laws in an employee's immediate family apply only to the employee's current in-laws.
- b. One additional day may be granted to full-time employees for such a funeral or memorial occurring more than one hundred (100) miles from the individual's home. One additional day in addition to the days set forth above may be granted to full-time employees for such a funeral or memorial occurring more than two hundred (200) miles from the employee's home.
- c. If an employee is off work on a scheduled vacation when a death occurs, she may convert up to three (3) consecutive scheduled vacation days to funeral leave without loss of pay.
- d. Once during the course of employment, the employee may select a person not defined as "immediate family" and receive full funeral leave benefits. The identity of this person need not be disclosed.
- e. Sick time, as described in Article 17, Section 3.c.2. (Fringe Benefits), may be used for days not covered in this period of time for relationships specified in that section, which are "employee's parent, child, spouse, a person residing in the employee's household." Vacation time may also be used for days not covered in this period of time.

ARTICLE 16

Salary and Wage ProvisionsSection 1. Salary.

The salary scale shown in Appendix A represents a 2.75% increase over the wage scale from the prior contract and will be effective at the beginning of the pay period in which October 1, 2013 falls and shall remain in effect through March 31, 2016. The adjustment to the scale is based upon Librarian 1 entry level from the September 30, 2013 salary scale.

October 1, 2013 to September 30, 2014

All Librarian 1 and Library Assistants will have fifty (50) cents added to their base rate of pay in recognition that adequate programming is required to be performed as part of the routine job duties of ALL Librarians and Library Assistants and is intended to replace the stipend that existed in the contract ending September 30, 2013. Following this, there will be a 2.75% increase for all staff covered by this agreement.

Employees covered by this agreement will also receive a one-time lump sum wage scale conversion incentive of five hundred (500) dollars for full-time staff and two hundred and fifty (250) dollars for part-time staff to be paid in the pay that includes October 1, 2013.

October 1, 2014 to September 30, 2015

All staff covered by the agreement will receive a 2.50% increase over their prior rate of pay.

October 1, 2015 to March 31, 2016

All staff covered by the agreement will receive a 2.25% increase over their prior rate of pay.

Section 2. Library Assistant Receiving an MLS/MLIS Degree.

Any Library Assistant who completes her MLS/MLIS degree who is in a position posted as a Library Assistant position only, shall receive a five (5) percent increase in pay.

Section 3. Work/Study Librarian.

A Work/Study Librarian shall be paid at the rate of eighty (80) percent of the entry-level librarian until she successfully completes one half (1/2) of the course work for the MLS/MLIS. At that point, she shall be paid at the rate of ninety (90) percent of the entry-level librarian. (See Appendix A.) A Work/Study Librarian who is employed at the Library for at least two thousand eighty (2,080) hours as a Library Assistant or Work/Study Librarian prior to the receipt of her Master's Degree shall be placed on the salary scale at the Librarian 1 minimum salary plus 2% when she becomes a Librarian. (See also Appendix F, Work/Study Librarian Program.)

Section 4. Bonus.

If a staff member reaches the maximum of the grade they are in, then in the year that follows reaching the maximum the staff member will receive a lump sum off-the-scale bonus to be paid in the pay that includes October 1st. The off-the-scale bonus will be five hundred (500) dollars for full-time staff and two hundred and fifty (250) dollars for part-time staff. In any year when a staff member moves to the maximum of their grade and such move results in less than a five hundred (500) dollar per year increase for full-time or two hundred and fifty (250) dollars per year for part-time staff, then they shall receive the amount of the increase plus the off-the-scale bonus in that year. (See also Appendix B, Letter of Agreement Off-the-Scale Bonus.)

Section 5. Classification and Grades.

The salary schedule as shown in Appendix A provides for eight (8) grades with four (4) levels of Supervisors. Supervisor levels are determined by the classification of the Unit or Department being supervised. The criteria for classifying Units or Departments are as follows:

- a. Where the most capable supervisors are needed;
- b. Where a vacancy would be most difficult to fill with a qualified supervisor;
- c. Where the resignation of the supervisor would create the greatest hardship.

On October 1, 2013, Units or Departments are classified as follows:

Librarian 7 Classifications:

Information Services Department
 Readers' Services Department
 Specialist – Children's Services
 Specialist – Adult Services

Librarian 6 Classifications:

Austintown Unit
 Poland Unit
 Urban Unit

Librarian 5 Classifications:

Boardman Unit
 Canfield Unit

Librarian 4 Classifications:

Technical Services Department
 Special Delivery

Librarian 3 Classifications:

Austintown Unit
 Boardman Unit
 Canfield Unit
 Poland Unit
 Urban Unit
 Information Services Department
 Readers' Services Department
 Assistant Specialist – Children's Services

Section 6. Reclassification.

Units or departments are subject to reclassification with thirty (30) days notice. At the request of the Union, the Administration and the Union shall meet and discuss the effects of reclassification of units and departments on employees.

Section 7. Pay Periods.

Salaries and wages shall be paid once every two (2) weeks through direct deposit. If a payday falls on a holiday, it shall be scheduled the day before or the day after. Full-time salaried employees beginning work on a date after the first day of any pay period will be paid only for hours worked during that pay period.

Section 8. Deductions.

Deductions from salary shall include contributory benefit coverage, Medicare, PERS and federal, state and local taxes where applicable, and other voluntary and required deductions.

Section 9. Union Dues.

- a. The Employer shall deduct the union dues, as may be determined by the Union, from the first pay of each month. The Employer shall remit such dues to SEIU District 1199, listing employees and amounts deducted from each individual's pay. Such deductions shall represent the dues payment for the current month.
- b. When a minimum of five (5) employees have authorized payroll deductions, the Employer shall withhold contributions to the Union's Committee on Political Education/Political Action Committee (COPE/PAC) from the first of each pay of each month of these employees who have voluntarily and individually authorized a minimum of \$1.00 per month for such deductions by executing and submitting a written authorization. All funds shall be remitted to the Union, in a check separate from dues, along with a list showing the names and amounts deducted from each employee.
- c. On April 1, 2006, and on each April 1st thereafter, the Library will notify the Union President in writing if participation in COPE/PAC payroll deduction has fallen below five (5) employees. If such participation has fallen below five (5) employees, payroll deduction will continue until May 15th in order for the Union to restore participation to five (5) or more employees. If after May 15th participation is below five (5) employees, payroll deduction will cease until the next annual April 1st review date. COPE/PAC payroll deductions will be restored at that time if the Union provides the Library with a minimum of five (5) voluntary written check-off authorizations.

- d. The Union agrees that it will indemnify and save the Employer harmless from any action which may result from these deductions, including any action which may be taken by an employee against the Employer. The Union assumes full responsibility for the use and disposition of the dues so deducted once they have been remitted to it.

Section 10. Union Membership/Fair Share Fee.

All employees who are covered by this Agreement and who are hired on or after February 1, 1986 shall, not later than thirty (30) days from the start of their employment, be required to join the Union and maintain their Union membership as a condition of employment or, in the alternative, pay a Fair Share Fee which shall not be greater than the dues paid by the members of the Union. Said Fair Share Fee shall be paid by payroll deductions as provided in this Article and shall automatically be deducted from the first pay received after the employee has completed thirty (30) days of employment.

Section 11. Withdrawing from the Union.

Only during the period December 1st through December 31st may individuals withdraw from membership in the Union by providing a written notice of withdrawal to the Union and the Fiscal Officer of the Library, to be received no later than December 31st. Such withdrawal shall be effective the pay period immediately following January 1st. At that point, the individual shall be subject to the Fair Share Fee set forth in Section 11 of this Article. The Union agrees that it will indemnify and save the Employer harmless from any action which may result from these deductions, including but not limited to any action which may be taken by an employee against the Employer. The Union assumes full responsibility for the use and disposition of the dues and Fair Share Fees so deducted once they have been remitted to the Union.

Section 12. Merit Raises.

Adherence to the salary schedule shall not preclude recognition raises for those employees who perform their duties meritoriously, or who contribute in some other significant way to the prestige or service of the Library.

Section 13. Salary Reduction.

An employee's salary shall not be reduced during this Agreement except in cases of reassignment (defined to include demotion) which, if it occurs, shall be subject to grievance.

Section 14. Temporary Assignment Pay.

- a. When a librarian is temporarily assigned to perform the duties of a higher classification, he shall be paid the minimum rate of the classification or job to which he has been assigned or five (5) percent above his own rate, whichever is higher.
- b. In the event of a supervisory vacancy at an agency where there is an assistant supervisor, the assistant supervisor shall be temporarily assigned as the supervisor after a period of thirty (30) working days.
- c. Any temporary assignment (other than vacation replacement) shall not exceed twenty-five (25) working days.

Section 15. Pay Upon Promotion or Reclassification.

An employee who permanently moves to a position in a higher salary grade shall negotiate her new salary. However, such employee shall receive no less than a five (5) percent increase or the minimum of the grade to which they are moving, whichever is greater.

Section 16. Paid Union Time.

The Employer will pay up to a total of fifty-two (52) hours in any one calendar year to the Union President or her representative for time spent on union business during scheduled working hours.

Section 17. Section 125 Premium Only Plan.

The Library will offer to employees the option of tax sheltering their share of the hospitalization premiums subject to IRS rules, as delineated in a Section 125 Premium Only Plan (POP). The Library will offer a Section 125 Flexible Spending plan for medical and dependent care for full and part-time employees.

Section 18. Life Insurance.

The Library will offer a Life Insurance plan to employees. This group life insurance, in the amount of \$15,000 per person, will be applicable for full and part-time employees.

ARTICLE 17

Fringe BenefitsSection 1. Public Employees Retirement System.

Employee's membership in the Ohio Public Employees Retirement System shall be governed by the regulations of that system.

Section 2. Jury Duty.

In accordance with the provisions of Section 3313.211 of the Ohio Revised Code, a full-time employee who is absent from duty for jury service shall be granted partial pay not to exceed the difference between jury pay and pay as an employee of the Employer during such jury service. No provision is made for travel expense in computing such payment. The employee must certify to the Fiscal Officer of the Library Board the amount of jury pay received. In the case of a part-time employee, jury duty pay will be based on the average number of hours for which the part-time employee received pay per week the preceding calendar year. (See also Appendix F for Work/Study Librarian Program. In the case of a Work/Study Librarian, jury duty pay will be based on the employee's current status of full-time or part-time, based on the number of hours the employee is scheduled to work during the academic term in which the jury duty occurs.)

Section 3. Sick Time Pay. (For Termination, see Article 22)

- a. Employees accumulate sick time after they have been employed for one (1) complete two (2) week pay period.
 1. Full-time employees accumulate sick time at the rate of three and one half (3 ½) hours for each two week (2) pay period [ninety- one (91) hours per year] up to a maximum of one thousand and forty (1,040) hours.
 2. Part-time employees accumulate sick time at the rate of one and three fourths (1 ¾) hours for each two week (2) pay period, [forty-five and one half (45 ½) hours per year] up to a maximum of five hundred twenty (520) hours. A part-time employee who averages thirty-two (32) to forty (40) hours per week (not to include paid sick time) in a calendar year shall receive sixteen (16) hours of bonus sick leave. The bonus is credited to the employee in the pay period that includes March 1st.
 3. Work/Study Librarians shall accumulate sick time based on the average hours worked per pay period. If she works at least thirty-two (32) hours per week, she accumulates sick time at the rate of three and one half (3 ½) hours per pay period. If she works at least sixteen (16) hours but less than thirty-two (32) hours per week she accumulates sick time at the rate of one and three fourths (1 ¾) hours per pay period. (See also Appendix F, Work/Study Librarian Program.)
- b. Sick time may not be taken in advance and shall be computed at the end of each pay period.
- c. Sick time may be used only for:
 1. Bona fide personal illness, injury, medical confinement or disability. The Library may counsel an employee whose use of sick leave presents scheduling problems or a pattern of regular or frequent use of sick leave shortly following its accrual. In cases of excessive or suspicious use of sick leave, the Library may require a signed physician's excuse justifying the use of sick leave, regardless of the length of sick leave or whether it is for personal illness or illness in the immediate family. Falsification or abuse of the sick leave privilege may result in the discipline of the employee.
 2. A total of not more than forty (40) hours of accrued sick time during any calendar year may be used for bona fide illness or injury of an employee's parent, child, spouse, a person residing in the employee's household or for an employee's non-emergency medical and dental appointments. This allowance may

also be used to cover days needed off for death of one of the employee's family listed in this section. (See also Article 15, Section 4.e., Funeral Leave – Other Provisions.) Such allowance does not accrue from year to year.

3. A bargaining unit member with a serious need for additional family sick time may submit a request for donations from her bargaining unit members through the Professional Relations Committee (PRC). This request is limited for up to an additional forty (40) hours for a qualifying family illness. Bargaining unit employees who wish to donate in response to this request must do so from their own family sick/doctor time and/or vacation time in four (4) hour increments. Family members for whom this request can be made are those as defined in Section 3.c.2. of this Article. Before an employee makes such a request, she must first exhaust her own forty (40) hour family sick/doctor time and vacation allotment. The PRC will administer this benefit by consensus.
4. Emergency medical and dental care, as defined herein, shall be deducted from accumulated sick time. Emergency medical and dental care shall mean care for an unanticipated medical or dental problem which required immediate treatment if the appointment for such treatment was not made prior to the time the employee came to work on the day of such treatment.
5. Nothing contained herein shall prevent an employee from returning to work following a medical or dental appointment whether or not of an emergency nature.
- d. Time lost in excess of accumulated sick time shall be counted as minus time to be deducted from salary or vacation credits at the employee's discretion.
- e. The Library shall offer a voluntary sick bank program. See the "Provisions for the Sick Bank" policy for the rules and regulations regarding this program.

Section 4. Health Insurance Benefits.

- a. Group health insurance including hospital, major medical, dental, prescription drug, and vision insurance at a level of coverage and benefits in plans offered and available shall be provided by the Library at cost sharing as described in this Agreement to all employees who work regular, permanent schedules.
 1. Full and Part Time Employees. For calendar year 2014, the Library shall pay the amount of the Library's 2013 premium plus an amount not to exceed up to an additional 8% of health insurance premiums for the 2014 renewal year. For calendar year 2015, the Library shall pay the amount of the Library's 2014 premium plus an amount not to exceed up to an additional 8% of health insurance premiums for the 2015 renewal year. For calendar year 2016 the Library shall pay the amount of the 2015 premium plus an amount not to exceed up to an additional 8% of health insurance premiums for the 2016 renewal year. In the event that premiums exceed 8%, the Library employee contributions to the health insurance premiums shall make up the difference between the Library contribution and the total increase of the cost of the health insurance premiums or the plans may be modified to reduce the costs to below the 8% premium increase.

	<u>2013 Actual Rates</u>	<u>Renewal Year 2014</u>	<u>Renewal Year 2015</u>	<u>Renewal Year 2016</u>
<u>Single Monthly Total Premium - PPO PLAN</u>	484.97	based upon renewal	based upon renewal	based upon renewal
Library's share of total premium for full-time	427.49	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Full-time employee share of total premium	57.48			
Library's share of total premium for part-time	289.83	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Part-time employee share of total premium	195.14			

<u><i>Family Monthly Total Premium - PPO PLAN</i></u>	1,221.75			
Library's share of total premium for full-time	1,041.03	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Full-time employee share of total premium	180.72			
Library's share of total premium for part-time	730.11	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Part-time employee share of total premium	491.64			
	<u>2013 Actual Rates</u>	<u>Renewal Year 2014</u>	<u>Renewal Year 2015</u>	<u>Renewal Year 2016</u>
<u><i>Single Monthly Total Premium - HSA PLAN</i></u>	338.68			
Library's share of total premium for full-time	322.84	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Full-time employee share of total premium	15.84			
Library's share of total premium for part-time	208.28	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Part-time employee share of total premium	130.40			
<u><i>Family Monthly Total Premium - HSA PLAN</i></u>	846.46			
Library's share of total premium for full-time	780.86	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Full-time employee share of total premium	65.60			
Library's share of total premium for part-time	520.58	Library will pay up to an additional 8% over the Library's 2013 premium	Library will pay up to an additional 8% over the Library's 2014 premium	Library will pay up to an additional 8% over the Library's 2015 premium
Part-time employee share of total premium	325.88			

2. Work/Study Employees. The Library will pay as per full-time employees unless the Work/Study employee is on an extended educational leave exceeding one semester or summer. (See also Appendix F, Work/Study Librarian Program.)

The percentage of premiums paid by the Library as described in Sections a.1. and a.2., above are calculated on the medical with vision monthly premiums. Dental only rates are fifty (50) percent of the dental monthly premiums

- b. Enrollees in the plan tied to a Health Savings Account (HSA) will have deposited to their HSA account an

amount equal to sixty five (65) percent of the difference in the HSA premium paid by the Library and the premium paid by the Library for the Plan B Buy-up (or nearest equivalent) not to exceed \$2,500 for family coverage, or \$1,000 for single coverage with seventy-five (75) percent transferred to HSA account in January and twenty-five (25) percent transferred in June.

- c. The Library will provide each employee with the health insurance premium rates prior to open enrollment each December.
- d. The Library will provide a Section 125 Premium Only Plan (POP), subject to IRS rules and availability. This means that employees shall be able to tax-shelter their share of the health insurance premiums.

Section 5. Health Care Committee.

The Union in agreement with the Library shall maintain a Health Insurance Committee to address possible changes in the group health plan. The committee shall be comprised of no more than three (3) representatives from Administration, no more than three (3) representatives from 1199-PLAY, and no more than three (3) representatives from 1199-CMT. The committee shall reach decision by consensus and if unable to do so, a third neutral party will be selected by Administration and the two Unions. In the decision-making process, the committee may get input from insurance representatives or other consultants. The District 1199 Administrative Organizer is a full participating member of the committee when in attendance. After its final decision, the committee will present its results to the staff.

ARTICLE 18

Seniority and Layoff

Section 1. Seniority Defined.

- a. Seniority is defined as the following:
 1. Length of the employee's continuous service in the PLAY bargaining unit
 2. Up to three (3) years service credit as defined in Article 18, Section 2.d.
 3. Any former PLAY service as part of continuous Library employment as defined in Article 18, Section 2.d.
 4. Any combination of the above

All benefits will be based on this definition of seniority.
- b. An employee who resigns and is rehired not more than twelve (12) months following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between the time of resignation and rehire.
- c. The Library shall post in each agency a copy of the Seniority list showing bargaining unit seniority for each classification of each employee in such agency, and unless an employee makes objection thereto, in writing, to the Human Resource Director within thirty (30) calendar days after the list is posted, he shall be bound by the information on the list and he shall not thereafter be permitted to question his seniority as listed thereon. The Library shall post such list annually on or before February 15th showing the seniority of bargaining unit employees as of December 31st of the preceding year.

Section 2. Accrual.

- a. Full-Time Employees. Full time employees shall earn one (1) year of seniority for each year worked as of December 31st. However, in the case of a full-time employee returning from a leave of absence on a part-time basis, seniority will accrue by hours during the time period worked part-time. A full-time employee's seniority shall continue to accrue during an unpaid leave of absence, but not to exceed a period of six (6) months.
- b. Part-Time Employees. Seniority for part-time employees will accrue at a rate of one (1) month of seniority for each one hundred and seventy-three (173) hours compensated.
- c. Work/Study Librarians. When the Work/Study Librarian obtains the MLS/MLIS, she shall be credited with seniority with the Employer for all time worked during her service as a Work/Study Librarian. For these purposes, the time spent at school shall be considered as educational leaves of absence. For purposes of layoff and recall only, a Work/Study Librarian shall be credited with seniority for all time worked during her service as a Work/Study Librarian while working towards the MLS/MLIS. (See also Article 20, Leaves of

Absence, and Appendix F, Work/Study Librarian Program.)

- d. Non-PLAY Employees. For purposes of this section non-PLAY employees are defined as CMT employees (including Shelters) and Administrative employees who are continuously employed by the Library.
1. Upon accepting a position in the PLAY bargaining unit, a non-PLAY employee shall receive PLAY bargaining unit seniority credit for up to three (3) years of Library seniority. This seniority will be used for purposes of vacation entitlement effective with the calendar year following transfer into PLAY.
 2. Former PLAY members returning to the PLAY bargaining unit and continuously employed by the Library are credited with the amount of PLAY seniority earned prior to leaving the bargaining unit, plus seniority credit for up to three (3) years of Library seniority for time worked as a non-PLAY employee.
 3. Seniority for all PLAY bargaining unit employees who had previously transferred from a non-PLAY bargaining unit prior to June 1, 2011 will be grandfathered and they will retain all of their non-PLAY seniority as reflected on the December 31, 2011 seniority list.
 4. A CMT employee transferring into PLAY as a part-time employee shall receive holiday pay and personal day pay during the calendar year of transfer at four (4) hours for each holiday or personal day and will not have to wait for the six (6) month probationary period to end, as a new part-time hire into PLAY would. Holiday pay runs through January 31st of the year following the transfer.
 5. Effective with the transfer into the PLAY bargaining unit, a new six (6) month probationary period will begin in the new bargaining unit. During this probationary period, she may be discharged at the discretion of the Administration.

Section 3. Probationary Period.

- a. Full-Time Employees. A new full-time employee shall be considered a probationary employee for six (6) months. During this period, she is entitled to all the benefits of this Agreement except that she may be discharged at the discretion of the Administration. Upon completion of the probationary period her continuous service credit relates back to the commencement of employment. If on October 1st, a new full-time employee has not completed the probationary period a pay increase will not take place until the end of the probationary period.
- b. Part-Time Employees. A new part-time employee shall be considered a probationary employee for a six (6) month calendar period of continuous service from her date of hire. Upon completion of the probationary period her continuous service credit relates back to the commencement of employment. During this probationary period she is entitled to all the benefits of this Agreement, except holiday pay. During this probationary period she may be discharged at the discretion of the Administration.

Section 4. Continuous Service.

Continuous service shall be broken by resignation, absence for non-occupational disability, or layoff, which exceeds one (1) year, and absence without notice for three (3) consecutive days unless failure to give notice is beyond the reasonable control of the employee.

Section 5. Same Day Seniority.

When two (2) or more persons are employed on the same day, seniority shall be decided based on the earliest application date. If the application date is the same, earliest interview date shall be the determining factor.

Section 6. Layoff.

When the Employer determines that a layoff becomes necessary, the Employer shall first layoff temporary and substitute employees. If further reductions are required, layoffs shall be in the inverse order of seniority, provided the remaining employees have the ability to do the work. The Employer's evaluation of ability shall be the primary factor of consideration with respect to layoffs and recalls.

- a. Notice. The Employer shall give written notification to the employee(s) to be laid off and to the Union no later than fourteen (14) days in advance of the effective date of the layoff.
- b. Seniority List. At the time of notification, the Employer shall provide the Union and the employee with a current seniority list and meet with Union representatives to discuss bumping options.
- c. Seniority Accumulation. Employees shall not accumulate seniority credit while on layoff.

Section 7. Bumping.

If a full-time or part-time position is eliminated or a full-time position is reduced in hours the employee holding that position may bump a less senior employee in the same or lower classification provided that the bumping employee possesses the ability to perform the work required satisfactorily with an orientation to the position and normal supervision. An employee who is displaced by a bump may in turn bump another employee with less seniority in the same or lower classification if the displaced employee who is bumping has the ability to do the work of the position into which she chooses to bump satisfactorily with an orientation to the position and normal supervision. A full-time employee may bump a part-time employee with less seniority, but a part-time employee may not bump a full-time employee.

- a. An employee may bump into a vacant position for which she has the ability to do the work satisfactorily with an orientation and normal supervision. In addition, an employee may choose to accept the layoff and be placed on the recall list rather than bump another employee or bump into a vacant position. Employees accepting voluntary layoff are recalled in seniority order along with those involuntarily laid off according to the seniority list generated at the time of layoff notification. (See Article 18, Section 6.b.)
- b. A part-time position will not automatically become full-time because a full-time employee bumps into it. A full-time employee able to bump into a part-time position may elect layoff instead.
- c. An employee who has been bumped has preference for returning to her former position if it becomes available. If a full-time employee must bump into a part-time position and subsequently a full-time position for which she qualifies in the same job title becomes vacant, she shall be given preference in filling that full-time position for five (5) years from the bump into the part-time position. The first full-time position offered must be accepted or the employee loses her preference. Preference in returning to an employee's former position takes precedence over other preferences.
- d. A librarian may bump into a library assistant position if there are no librarian positions available or if the only librarian positions are part-time and the librarian is currently full-time. A librarian bumped into a library assistant position may retain librarian status. Any librarian bumped into a library assistant position is required to bid on the next open librarian position to retain librarian pay. If the librarian was full-time and a part-time position opens, this is not an equivalent position and bidding is not required.
- e. If more than one employee in the same classification and the same department has been laid off or displaced, the most senior employee will have the first preferred right to such opening over other employees with less seniority. For purposes of this section, the most senior employee is the employee with the most seniority at the time the opening occurs.

Section 8. Recall.

Recall of full-time and part-time employees will occur in order of seniority, i.e., the most senior employee will be recalled first, according to the seniority list generated at the time of layoff notification, hereafter referred to as the recall list (Article 18, Section 6.b.), provided that the employee to be recalled has the ability to do the work satisfactorily with an orientation to the position and normal supervision.

- a. Laid off employees may be recalled for up to twelve (12) months from the effective date of the layoff. Notices of recall shall be provided to the Union by the Employer. After twelve (12) months, the individual is no longer employed by the Library.
- b. When a position becomes available, the Employer must first bid the position in accordance with Article 19. (Job Bidding and Promotions.) If no qualified current employee bids on the position, the Employer shall offer the vacant position(s) to the most senior employee on the recall list, provided the employee has the ability to do the work with an orientation to the position and normal supervision. If there is more than one position open for recall, the laid off employee with the most seniority may choose among the open positions for which she is qualified. The Employer shall continue to offer vacant position(s) to the next most senior employee on the recall list.
- c. No new employees may be hired into a position for which an employee who is qualified to do the work is still on layoff.
- d. An employee must respond to the Employer's recall notice within seventy-two (72) hours. An employee must accept recall to her former position or to any position for which she is qualified or immediately be removed from the recall list. A part-time employee may not be recalled to a full-time position.

- e. If reinstated from layoff, the employee shall retain all seniority accumulated prior to layoff.
- f. An employee recalled from layoff has bidding rights.
- g. An employee recalled from layoff shall have vacation for the next year prorated for the time worked in the year she is recalled.
- h. An employee who has been recalled has preference for returning to her former position if it becomes available. If a full-time employee is recalled into a part-time position and subsequently a full-time position for which she qualifies in the same job title becomes vacant, she shall be given preference in filling that full-time position for five (5) years from the recall into the part-time position. The first full-time position offered must be accepted or the employee loses her preference. Preference in returning to an employee's former position takes precedence over other preferences.

ARTICLE 19

Job Bidding and Promotions

Section 1. Posting of Job Vacancies.

- a. When a vacancy or new position occurs in a bargaining unit classification, it shall be posted for five (5) working days in all agencies before being permanently filled. Such openings shall be filled by the Employer from qualified employees from within the bargaining unit on the basis of skill, education, experience, dependability, ability to perform the work and seniority. If the skill, education, experience, dependability and ability of two (2) or more qualified internal applicants are relatively equal, the position shall be awarded to the employee with the greatest seniority. The Employer shall be the judge of the skill, education, experience, dependability and ability of the persons who bid for the vacancy and shall make the decision within twenty (20) working days of the close of the initial posting.
- b. Once a selection is made, if the selected employee deems it necessary, she has the option of working in the new position for one (1) or two (2) days before signing the commitment form. If this option is exercised, the employee will be considered a successful bidder and will fall under the time limits on bidding in Section 5 below, even if she ultimately does not accept the position. Every effort will be made by bargaining unit members and library administration to accommodate such scheduling. Bargaining unit members may be called upon to cover other agencies to allow this scheduling.
- c. A successful bid is defined as the date a Transfer Commitment Form is signed or the Waiver Form is signed after working in the position for the one (1) or two (2) day trial period and declining it.
- d. When a selection is made, the Employer shall post in all branches and departments the name of the successful bidder within five (5) days of the decision. An employee awarded the job through the bidding and posting procedure described herein shall be transferred to that job within three (3) weeks of the date the award is posted. If the Library is unable to transfer her within the three (3) week period, she shall receive the higher rate of pay at the end of such three (3) weeks and be transferred as soon thereafter as is practicable.
- e. The Library will support an employee who has moved into a new upper-level position over the six (6) month transition period. If the employee is unable to perform satisfactorily, the Library will work with union representatives to determine how to transition that employee into another position within the Library. The candidate may elect within thirty (30) days from the transfer date to exit the position for which she has been selected. The Library will work with union representatives to place that person in a job similar to her former position.
- f. Those positions bid as Library Assistant only will remain as a Library Assistant position regardless if the incumbent filling the position receives her MLS/MLIS degree. A Library Assistant incumbent who receives her MLS/MLIS degree is only able to move to a Librarian position by bidding on an opening classified as a Librarian position. (See also Article 16, Section 2, Salary and Wage Provisions – Library Assistant Receiving an MLS/MLIS Degree.)

If there are no qualified bidders from the current employees, the Employer may then fill the vacancy from outside the bargaining unit. The Employer will post the name of the person selected to fill the vacancy when the determination is made. If a position has not been filled within six (6) months, the position shall be re-bid before it is filled from outside the bargaining unit.

Section 2. Positions Changed or Eliminated.

If the Employer decides to change a full-time position to a part-time position or to eliminate any position, the Employer will discuss the decision with the Union representative.

Section 3. Probationary Employees.

Probationary employees shall not be entitled to bid under the foregoing posting provisions but may express an interest in the opening.

Section 4. Work/Study Librarians.

No Work/Study Librarian shall be entitled to the bidding privileges as set forth in this Agreement. (See also Appendix F, Work/Study Librarian Program.)

Section 5. Time Limits on Bidding.

An employee who successfully bids to one (1) job shall not be eligible to bid on another job for a period of six (6) months following the date of such prior successful bid unless the second bid is for a position in a higher classification, is a move from a part-time position to a full-time position, or the Employer eliminates the employee's position or reorganizes.

ARTICLE 20

Leaves of AbsenceSection 1. Eligibility and Reasons for Unpaid Leaves of Absence (LOA's.)

- a. A full-time or part-time employee who has completed her probationary period shall be granted LOA's on terms herein for reasons of personal illness or injury or maternity/paternity.
- b. LOA's may be granted to any employee for further education, union business, or other reasons.
- c. During her probationary period, an employee shall be granted an LOA for personal injury or illness, or for disability resulting from pregnancy, but such LOA shall not exceed three weeks.
- d. The Employer shall not arbitrarily deny a request for an LOA made pursuant to this Section.

Section 2. General Terms for LOA's.

- a. No full-time or part-time employee shall lose accumulated allowance of sick leave, accumulated seniority, or accumulated vacation allowance by reasons of having been on a leave of absence. Accumulated sick leave allowance shall be lost in the case of absence due to illness to the extent such leave was consumed.
- b. An employee shall not be subject to termination while on an approved leave of absence.

Section 3. Terms for LOA's for Personal Injury or Illness.

- a. Medical Evidence. An LOA for reasons of personal injury or illness or for disability resulting from pregnancy must be supported by medical evidence satisfactory to the Employer.
- b. Reporting. The employee must report such illness or injury to her immediate supervisor during her first day of absence unless her failure to do so is for reasons beyond her control. In the case of non-emergency sick leave, employees shall notify the Library as soon as possible. Non-emergency time off for medical/dental procedures or surgeries should be approved in advance by the Library in order to work together with the Library's scheduling needs. In the event the employee believes that non-emergency surgery may be a possibility, she may discuss optimum scheduling times with the supervisor prior to her doctor visit. While on sick leave, employees should provide updated information to the Human Resource Department about their recovery progress if possible. If an employee is not recuperating at home, she must provide the Human Resource Department with an alternate address and phone number where she can be reached.
- c. Length. Such leave shall be for a period of up to six (6) months, but end no later than ten (10) days following the termination of such illness or disability. The employee must give the Employer prompt notice of her recovery.

- d. Extensions. If the illness or disability continues beyond six (6) months, additional leave may be granted by the Employer.
- e. Using Unpaid Time Off. An employee shall be required to use all except five (5) days of her accrued vacation or sick leave prior to being granted a leave of absence for personal illness or injury.
- f. Doctor's Release. The Library may require a doctor's release before the employee returns to work. The employee must verify with Human Resources that there is a signed doctor's release by the end of the day on Tuesday in order to be placed on the next week's schedule. If the employee has been released by the doctor to return to work after the weekly schedule has been posted and the Library has deemed that there is no place for the employee to work for that week, the employee shall be allowed to take up to a maximum of five (5) days of unpaid time off provided that at the time of return to work the employee has five (5) days or less of vacation remaining. The employee may be put on the extra hours list and given priority within the scheduling pattern for the week in question.

Section 4. Family Medical Leave Act (FMLA.)

The leave provisions of this Article 20 and this Agreement will comply with the FMLA, and regulations issued pertaining thereto, which provides that in certain circumstances an employee who has been employed with the Library for at least twelve (12) calendar months and has worked one thousand two hundred and 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 same or an equivalent position. (Paid vacation, personal days, holidays or sick time are not counted for the purpose of the one thousand two hundred and fifty (1,250) hours requirement.)

- a. Employees, upon request, shall be granted an FMLA leave of absence for any of the following reasons:
 - 1. To care for the employee's child after birth, or placement for adoption or foster care
 - 2. To care for the employee's spouse, son or daughter, or parent who has a serious health condition
 - 3. For a serious health condition that makes the employee unable to perform the employee's job
- b. Under an FMLA leave for personal illness or injury an employee shall be required to use all except five (5) days of her accrued vacation or sick time. Under an FMLA leave for family members, an employee shall be required to use all of her accrued vacation and family sick time.
- c. The twelve (12) month leave period for an FMLA shall be the calendar year (January 1st – December 31st).
- d. An FMLA leave commences upon a qualifying event, regardless of whether an employee is using paid benefit time or unpaid time.
- e. See the Human Resource Director for further information about the FMLA.

Section 5. Terms for Maternity/Paternity LOA's.

- a. Reason. An LOA for maternity/paternity shall be granted when the full-time or part-time employee becomes a natural or adoptive parent.
- b. Length. Such a leave may not exceed a period of one (1) year.
- c. When to apply. An employee must make written application for maternity/paternity leave at least thirty (30) calendar days prior to the date requested as the start of such leave and shall state the duration of the requested leave. The date requested as the start of such leave shall be the date when the employee reasonably expects the child to be born or reasonably expects the adoptive child to be placed in the employee's home. The employee's failure to make such timely application due to reasons beyond her control shall not be grounds for denying the approval of such leave.
- d. Death or Removal of a Child. In the event of the death of the child or the removal of the adoptive child from the home, the employee shall so notify the Employer within ten (10) days thereof, and such leave shall terminate no later than ten (10) days after the giving of such notice.

Section 6. Health Insurance Benefits.

- a. The Library shall continue all hospitalization and medical insurance coverage for the first sixty (60) calendar days of any unpaid leave of absence granted under the provisions of Section 3 of this Article.
- b. By paying the premium for such benefits, a librarian on leave may participate in insurance benefits provided at the Library to the extent permitted by the insurance carrier. Such premium shall be at the group rate and the librarian shall make the necessary arrangements for payment of such premiums.

Section 7. Temporary Assignment.

- a. When a full-time or part-time employee is absent on a paid sick leave, his position will be filled by the Employer as a temporary position.
- b. However, if the absent employee is a supervisor at an agency with an assistant supervisor, the Employer shall temporarily assign the assistant supervisor to the supervisor's position after a period of thirty (30) working days. If the absent employee is a supervisor at an agency without an assistant supervisor, the Employer may assign a librarian to the position temporarily. If the Employer does not so assign a librarian, the position will be filled through the bidding and posting procedure so long as the librarian is on such sick leave and for a period of fifteen (15) working days after the expiration of such paid sick leave. If there are no qualified bidders, the Employer may assign an employee to fill such position. If the absence continues beyond such period of time, the Employer may fill such position as a permanent position through the bidding and posting procedure.
- c. When an employee is absent on a leave of absence for other reasons provided for under this Article, his position will be filled by the Employer as a temporary position for a period of fifteen (15) working days through the bidding and posting procedure. If there are no qualified bidders, the Employer may assign an employee to fill such position. If such absence continues beyond fifteen (15) working days, the Employer may fill such position as a permanent position through the bidding and posting procedure.
- d. The filling of a job on a temporary basis under the provisions of this Section shall not be considered as a temporary assignment within the meaning of Article 16, Section 15 (Salary and Wage Provisions – Temporary Assignment Pay.)

Section 8. Part-time Work During an LOA, Length of Time.

- a. During an LOA, full-time employees may choose to return to work on one-half (1/2) time or three-fourths (3/4) time basis by working up to three (3) months at one-half (1/2) time and up to an additional three (3) months at three-fourths (3/4) time.
- b. In that event, the employee will be placed for the duration of her leave in a bargaining unit position for which she is qualified as determined by her Employer.
- c. In no event will the leave of absence, including part-time return to work, exceed the time limitations set forth in Sections 1, 3, 4, and 5 of this Article. Extensions or renewals of any leave of absence granted hereunder may be granted at the discretion of the Employer.
- d. Employees returning from a leave on a one-half (1/2) time or three-fourths (3/4) time basis will be considered part-time employees, and will receive part-time benefits until they resume a full-time schedule.

Section 9. Returning to Work After an LOA.

- a. Former Position Not Filled. A full-time or part-time employee, at the expiration of any leave which creates a vacancy which the Employer was not authorized under this Article to fill as a permanent position, shall be entitled to return to the position held by her prior to such leave.
- b. Former Position Filled. An employee at the expiration of any other LOA as provided for in this Article shall be returned to the first available position for which she is qualified which becomes available in her job classification or in a lower job classification, at the lower of her salary at the time of commencement of the LOA, or the maximum rate of the classification of the position into which she is assigned.
- c. Preferential Bidding Rights. If an employee is re-employed in a position other than that which she held at the time that the LOA commenced, she shall, in bidding for any position of her former job classification for which she is qualified on the basis of ability to perform the work, have preference over the other bidders until she regains her former classification.

ARTICLE 21

Military Service

Employees who enter the military service of the United States shall be accorded all rights provided by statute.

ARTICLE 22

Termination of EmploymentSection 1. Notice.

An employee shall give at least four (4) weeks advance notice of her termination unless she is unable to do so because of a bona fide emergency. An employee who fails to give notice as described above will forfeit her termination benefits.

Section 2. Taking Vacation.

It is understood that the four (4) weeks advance notice does not include taking any accrued vacation unless it was previously scheduled. However, an employee may take up to five (5) days of accumulated vacation leave during this four (4) week period with the approval of the appropriate administrator.

Section 3. Vacation Pay.

On termination of employment, an employee shall receive the vacation pay which she had accrued as of January 1st of the year in which she terminates her employment. In addition, full-time employees with twelve (12) months of service and part-time employees with twenty-four (24) months or two thousand eighty hours (2,080) of service, whichever comes first, shall receive vacation pay accrued by her during the year in which she terminates. In the event of the death of any employee, her earned vacation shall be paid to her surviving spouse or to her estate.

Section 4. Sick Time Pay.

An employee who, at the time of her termination of employment, has fifteen (15) or more years of seniority, will be entitled to receive payment for twenty (20) percent of the unused sick time which she has accumulated at the time of such termination. Any employee who, at the time of termination of her employment, has twenty (20) or more years of seniority shall receive payment for twenty-five (25) percent of the unused sick time which she has accumulated at the time of such termination. Such payment shall be made at the time of termination and shall be based upon the salary which the employee is then receiving.

Section 5. Personal Days.

If the employee takes her personal day(s) and terminates employment before the accrual date(s), she must repay the Library for those she has not accrued. If she has not taken them, she will be paid for entitled personal day(s).

Section 6. Leave of Absence. See Article 20, Section 2.b.

Section 7. Seniority and Layoff. See Article 18, Sections 1 and 8.a.

ARTICLE 23

MiscellaneousSection 1. Car Use and Reimbursement.

- a. Anyone who drives his own car on the Employer's business shall be reimbursed for mileage at the current IRS rate in effect on January 1st of every year. This rate will then be in effect for the successive twelve (12) months, with a minimum reimbursement request of \$5.00 to be submitted no later than December 31st of each year. Employer's business shall include school visiting, driving from one assigned work area to another, attendance as official delegate to professional meetings and other official business.

- b. Employees who work a split shift shall be reimbursed for the mileage home from the first half of the shift and the mileage to return to work for the second shift. In the event an employee uses public transportation between shifts, the employee shall be reimbursed.
- c. In the event that the employee does not own or have access to private transportation and public transportation is used in the course of his duties, he shall be reimbursed. If a taxi is authorized by the Library Director, the Human Resource Director, or the appropriate administrator, the employee shall be reimbursed the amount of the fare.

Section 2. Safety and Health.

- a. The Library shall continue to make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Employer. Proper heating, lighting and ventilating systems shall be installed where needed.
- b. If, in the opinion of the Employer, an activity will take place at one of its locations which might be a threat to the health or safety of the librarians, the appropriate administrator will notify the librarians at such location of such fact as far in advance as is reasonably practicable. If any librarian elects not to work at such location while such activity is occurring, the appropriate administrator will assign such librarian to other work within the library system. If no such work is available, such librarian may elect to take vacation time or minus time.
- c. All federal, state and local laws and regulations regarding the use, location and maintenance of computer workstations shall be followed by the Library. Training of employees on the use of computer equipment will address current health concerns by sharing current available information. In so far as practicable, a work environment will be provided which is sensitive to the physical comfort of the computer operator, for example:

- Removable keyboards
- Individual contrast and brightness controls
- Glare screens where needed
- Adjustable secretarial chairs

An employee concerned about her health in relation to computer workstations reserves the right to bring her concerns to the Professional Relations Committee.

- d. The Employer will continue to maintain a smoke-free workplace.

Section 3. Bulletin Boards and Mail.

- a. If feasible, the Union shall be able to take advantage of any library communication system.
- b. Except for currency or checks, the Union has the right to use interdepartmental mail for official Union business.
- c. The Employer agrees to provide bulletin board space at all agencies for the posting of official Union notices. The Union agrees that it will post no notices larger than 8 1/2" x 11".

Section 4. No Discrimination.

Neither the Employer nor the Union shall in any way deal with an employee in such a way as to discriminate against her because of race, religion, color, creed, national origin, sex, sexual orientation, age, or participation or non-participation in the Union. Sex discrimination includes sexual harassment and is prohibited by law.

Section 5. Meeting Rooms.

The Union shall be permitted to use the Library meeting rooms for meetings unless some other meeting has been previously scheduled for such room. Arrangements for the use of the room will be made through the Manager of Public Service Operations or designee. No employee or Union representative shall conduct Union business or attend Union meetings during the working hours of such employee except as stated in Article 16, Section 17 (Salary and Wage Provisions – Paid Union Time.)

Section 6. Copies of Agreement.

Copies of the Agreement will be made available by the Employer to all District 1199 employees and to agencies where District 1199 employees are employed within sixty (60) days of the signing of this agreement.

Section 7. Teen Committee.

The Union in agreement with the Library shall form a committee to develop recommendations for volunteer work in the library and compensated and volunteer positions for teens. The committee shall be comprised of two (2) representatives from Administration, two (2) representatives from 1199-PLAY, and two (2) representatives from 1199-CMT. The committee shall reach decision by consensus. The committee will investigate how teen volunteer and paid positions are handled in other libraries. Recommendations will be made and will be forwarded to each group's leadership. The Library and leaders from each Union shall convene to reach decisions regarding volunteers and compensated teen positions for the Library. If the parties are unable to reach decision by consensus, a third neutral party will be selected by the Administration, 1199-CMT and 1199-PLAY for assistance.

ARTICLE 24

DurationSection 1. Duration.

This Agreement effective October 1, 2013 shall continue in full force and effect without change until midnight of March 31, 2016. If either party desires to amend or terminate this Agreement, it shall, at least sixty (60) days prior to midnight of March 31, 2016, give written notice of the termination or amendment. If neither party shall give notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after midnight of March 31, 2016 subject to termination or amendment by either party on at least sixty (60) days written notice prior to midnight of March 31st of any subsequent year.

Section 2. Negotiating Team.

The negotiating team for this contract consisted of:

Service Employees
International Union
District 1199 PLAY

Public Library of
Youngstown &
Mahoning County

Peggy Torzewski
Corey Kern
Linda Kucalaba
Michele Mellor
Cynthia Beach
Tracy McQuillan
Kristy Taylor

Heidi M. Daniel
Ruth Bradshaw
Janet Loew
Deborah McCullough
Susan Merriman
Josephine Nolfi
Diane Vicarel

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the first day of October 2013 .

FOR THE UNION:

By [Signature] President
Service Employees International Union, CLC

FOR THE LIBRARY:

By [Signature]
Public Library of Youngstown and Mahoning
County

Appendix A Wage Scale October 1, 2013 through March 31, 2016

Scale represents a 2.75% % increase over Sept. 30, 2013 scale.

Scale span 31.00% from minimum to maximum of each grade

		Annual Minimum		Annual Maximum	Hourly Maximum
Library Assistant	80.0%	30,963		40,562	19.50
Librarian 1	100.0%	38,704		50,702	24.38
Librarian 2	104.0%	40,252		52,730	25.35
Librarian 3	105.0%	42,265		55,367	26.62
Librarian 4	105.0%	44,378		58,135	27.95
Librarian 5	107.0%	47,484		62,204	29.91
Librarian 6	108.0%	51,283		67,181	32.30
Librarian 7	107.25%	55,001		72,051	34.64

Grade Level Explanation:

Adjustment to the scale is based upon Librarian 1 entry level salary from prior term. Library Assistant is 80% of Librarian 1. Librarian 2 is 4% more than Librarian 1. Librarian 3 is 5% more than Librarian 2. Librarian 4 is 5% more than Librarian 3. Librarian 5 is 7% more than Librarian 4. Librarian 6 is 8% more than Librarian 5. Librarian 7 is 7.25% more than Librarian 6.

If on September 30, a new employee has not completed her probationary period, the annual increase as detailed in the contract will not take place until the end of the probationary period.

Off the Scale Bonus:

A \$500 bonus for full time and a \$250.00 for part time to paid annually starting in the year following reaching the maximum level of the scale. If there is an increase in any calendar year that is less than \$500 for full-time or \$250.00 for part-time per year as a result of reaching the maximum of the grade, then the bonus will be received in that year as well.

Upward movement:

If a staff member has an upward movement they shall receive no less than a 5% increase or the minimum of the grade to which they are moving which ever is greater.

Downward movement:

Any downward movement that is the result of not performing satisfactorily will result in returning to one's former salary, plus any across the board increases that have occurred in the interim. Any downward movement that is a result of a voluntary bid to a lower position will result in a salary reduction that is equal to the percent difference of the grades. A forced move through a situation beyond employee control to a lower grade will not result in a decrease in pay.

APPENDIX B

October 1, 2013

LETTER OF AGREEMENT

OFF-THE-SCALE BONUS

During the life of this agreement, should an annual increase result in an employee going above the maximum of the grade, then in that year the employee shall receive up to the maximum of the pay grade in the base rate of pay with any difference between the maximum and the increase the employee would have received to be paid in a lump sum off-the-scale bonus. In each year thereafter, the employee shall revert to the contract language for off-the-scale annual lump sum bonus of five hundred (500) dollars for full-time and two hundred fifty (250) dollars for part-time.

The list of staff with their grade that was identified in this category is as follows as of October 1, 2013:

<u>Name</u>	<u>Grade</u>	<u>First Year Estimated To Be Off-The-Scale</u>
Hermance, Mary	Librarian 1	October 1, 2013
Hinson, Suzette	Librarian 3	October 1, 2013
Pocatko, Mona	Librarian 4	October 1, 2013
Bushmire, Debra	Librarian 1	October 1, 2014
Adams, Jane	Librarian 3	October 1, 2015
Cheamo, Beverly	Librarian 7	October 1, 2015
Pitman, Jacqueline	Librarian 1	October 1, 2015
Saunders, Karen	Librarian 3	October 1, 2015
Sawyckyj, Krista	Librarian 7	October 1, 2015
Yee, Mary	Librarian 7	October 1, 2015


Public Library of Youngstown
And Mahoning County

11-7-13
Date


SEIU District 1199

11-7-13
Date

APPENDIX C

LETTER OF UNDERSTANDING

SPOUSAL PROVISION

May 1, 2008

As of January 1, 2009, if an employee's spouse is eligible to participate or becomes eligible to participate as a current employee or retiree, in group health insurance and /or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in the employer or public retirement plan sponsored group insurance coverage(s).

This requirement does not apply to any spouse who must pay more than 45% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under the Library's insurance plan.

In order to implement this provision, the Library may request written certification verifying the spouse's eligibility to participate in such group coverage. An employee's spouse may be removed from the Library's insurance plan if documentation is not provided on a timely basis. Additional documentation may be required. Submitting false information will result in disciplinary action by the Library, up to and including termination of employment.

Ruth K. Bradshaw
Public Library of Youngstown
and Mahoning County

5-1-08
Date

Peggy Joyce
SEIU District 1199

5-1-08
Date

APPENDIX D

LETTER OF AGREEMENT

Wellness Program of PLYMC

October 1, 2013

All employees are eligible to enroll in the Wellness program. Employees who enroll in the Wellness Program and stay in compliance with ongoing requirements will be entitled to a reward each month of \$67.46 implemented by reducing their monthly insurance contribution by that amount, starting the second full month after enrollment. The Wellness Program provisions will mirror those currently in place. Wellness incentive paid that exceeds the employee's share of the insurance premium will be considered as income. Participation is open to those that do not carry the Library's health insurance under the same terms and conditions. The incentive will be income for those with no health insurance premium. If the health insurance annual premium, paid by the employee, increases then the wellness incentive payment will increase by a comparable amount not to exceed \$12.00 per month up to amounts limited by law. Enrollment is completed as signified by notice to the employee of assignment to a Risk Group.

ENROLLMENT

An employee enrolls in the Wellness Program by:

1. Completing a Health Risk Assessment administered by the organization contracted with by the library to provide wellness services (WSC).
2. Completing and signing a WSC Physicians' Release of Information.
3. Completing WSC Registration information.
4. Obtaining and providing to WSC the following measurements from a qualified laboratory or through a physicians' office:
 - i. Complete Fasting Lipid Panel.
 - ii. Fasting Blood Glucose (if employee has no history of diabetes). Or Hemoglobin A_{1c} for employees with a history of diabetes.
 - iii. Height and Weight (or BMI or other suitable measurement of body mass).
 - iv. Blood Pressure

WSC will utilize their risk equation based on recognized risk factors for cardiovascular related diseases to determine which of four Risk Groups to assign the employee:

1. High Risk Employees
2. Moderately High Risk Employees
3. Moderate Risk Employees
4. Low Risk Employees

Compliance requirements vary among Risk Groups.

ONGOING COMPLIANCE

Employees in the High Risk, Moderately High Risk and Moderate Risk Group will be assigned a wellness coach by the organization contracted with the library to provide wellness services (WSC). Each employee in these groups must communicate with the coach and demonstrate a good faith attempt to work with the coach. Employees who wish to may work with their physician directly to address their risks. These employees will have their physicians sign a "physician waiver of coaching" stating that the employee is complying with their treatment program. Employees will be responsible for the costs incurred (deductibles and co-pay) for the doctor visits. Employees assigned to the Low Risk Group will not be assigned a wellness coach and have no requirement for coaching.

Employees in all groups, including the Low Risk Group, shall make a good faith effort to attend scheduled wellness events sponsored either by the Library, WSC, or other organizations in the community that have a recognized standing as a health/wellness provider. Continued compliance is contingent upon the employee, and spouse in case of family insurance coverage, earning at least 2 wellness points during the preceding three month period.

Up to half of the points can be honor based points with the employee affirming that they completed activities, each of which is worth one point, such as:

- Exercising at least 30 minutes a day, 60 days during the preceding quarter to a moderate level of exertion or,
- Participating in a book discussion with at least two other employees on a health/wellness related topic, such as *Culprit and the Cure* by Steven Aldena, or
- Attending a community health fair, or
- Participating in Insurer's disease management program, such as Anthem's Disease Management program (Anthem 360)

At least half of the points must be in an activity, each of which is worth one point, that can be verified by the Library or WSC, such as:

- Attendance at a work based wellness related seminar
- Receiving a CPR Training certificate
- Working with their health coach, if assigned.
- Participation in the Community Cup
- Participating in a smoking cessation program (if appropriate).
- Completion of healthy cooking class
- Attendance at PLYMC sponsored health fair

A more detailed calendar of events will be assembled by the wellness committee and updated on a quarterly basis.

Failure to earn the two points by attending wellness events or completing wellness assignments in any three month period shall constitute automatic noncompliance and forfeiture of the incentive for the following quarter.

WSC will monitor the employee's progress and provide Human Resources with a list of compliant employees each quarter.

If it is unreasonably difficult due to a medical condition for any employee to achieve the standards for the reward for compliance under this program, or if it is medically inadvisable for any employee to attempt to achieve the standards for the reward for compliance under this program, they will be able to contact the WSC directly and they will work with the employee to develop alternatives to qualify for the reward.

NONCOMPLIANCE AND NEW ENROLLMENT

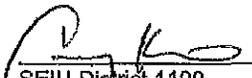
When an employee is determined to have failed at compliance requirements of the wellness program, the library or WSC shall so notify the employee in writing. After the notice, the employee shall no longer be entitled to the reward of the discount on the monthly insurance contribution, until the employee applies for re-enrollment and completes the re-enrollment requirements requested of the employee. Employees who complete re-enrollment and stay in compliance with ongoing requirements will again be entitled to a reward each month as stated above implemented by reducing their monthly insurance contribution by that amount, starting the first full month after the re-enrollment is completed or the fourth full month after the notice of noncompliance, if later.

AUTOMATIC EXPIRATION

This Wellness Program provision will automatically expire at the end of the contract unless the parties agree in writing to extend this provision.


 Public Library of Youngstown
 And Mahoning County

10-31-13
 Date


 SEIU District 1199

11-1-13
 Date

APPENDIX E

(Effective October 1, 2013 the attached list is the current update of the staff hired prior to June 1, 2011)

LETTER OF AGREEMENT

VACATION CHART FOR GRANDFATHERED EMPLOYEES

June 1, 2011

Employees who were hired prior to June 1, 2011 shall be considered to be grandfathered on the vacation charts that follow:

Full-Time Employees:

Length of Service	Length of Vacation
1 Year, less than 3 years	22 working days
3 years, less than 7 years	23 working days
7 years, less than 12 years	24 working days
12 or more years	25 working days

Part-Time Employees:

Length of Service	Length of Vacation
Less than 3 years	2 weeks
3 years, less than 7 years	3 weeks
7 years, less than 12 years	4 weeks
12 or more years	5 weeks

Ruth Bradshaw
 Public Library of Youngstown
 And Mahoning County
5-26-11
 Date

Peggy Jewel
 SEIU District 1199
5-26-2011
 Date

STAFF HIRED PRIOR TO JUNE 1, 2011 APPENDIX E
 Effective October 1, 2013 current update of staff hired prior to June 1, 2011

<u>Name</u>	<u>Date of Hire</u>
Adams , Jane	4/16/1990
Ahrens , Annette	4/3/2006
Appugliese , Kathleen	11/28/1988
Beach , Cynthia	8/2/1999
Bentfeld , Ashley	4/18/2011
Bushmire , Debra	10/20/1986
Chearno , Beverly	9/7/1971
Churchill , Sara	6/28/1999
Dunchak , Madeline	11/15/1993
Freaney , Sally	9/7/1999
Gerthung , Jillean	8/26/1998
Glowacki , Sheila	4/10/2000
Graf , Allison	7/21/2008
Hermance , Mary	11/2/1981
Hinson , Suzette	3/26/1984
Hummer , Paula	11/17/1987
Jones , Starr	5/30/2001
Knickerbocker , Vanda	4/18/2011
Kollar , Amanda	1/2/2001
Kucalaba , Linda	4/14/1997
Lynch , Patricia	7/21/2008
Marafiotte , Kelly	7/21/2008
Martinko , Lyndsay	9/10/2007
McEwing , Hayley	11/26/2007
McQuillan , Tracy	8/12/1996
Mellor , Michele	1/4/1988
Orr , Kathleen	9/21/2004
Peck , Vikki	2/28/2011
Pitman , Jacqueline	5/22/1989
Pocatko , Mona	4/1/1979
Przybylski , Andrea	7/29/1985
Saunders , Karen	6/1/1982
Sawyckyj , Krista	10/1/1974
Seman , Timothy	6/30/1999
Sluss , Judith	5/26/1987
Smith , Barbara	6/30/1986
Taylor , Kristine	11/14/2006
Waller , John	2/6/2001
Williams , Melissa	2/6/2001
Witte , Pamela	7/15/1985
Yee , Mary	5/16/1979
Yingling , John	5/30/2001

APPENDIX F

Work/Study Librarian Program

This supplemental Agreement is between the Public Library of Youngstown and Mahoning County ("Employer") and the Public Librarians Association of Youngstown ("Union"). The purpose of this Agreement is to set forth the understandings of the parties concerning the use of a Work/Study Librarian by the Library to work with the professional librarians and to set forth certain terms and conditions of the work of such Work/Study Librarians.

The parties have agreed to the terms and conditions of a Work/Study Librarian Program dealing with the use of apprentice librarians by the Employer:

1. Conditions of Employment.

- a. Persons may be employed by the Employer as Work/Study Librarians to be trained as professional librarians. Such persons will be scheduled to work and assigned to locations as directed by the Employer. However, no Work/Study Librarian shall be assigned to any position except as described in Article 4, Section 3.c. (Recognition.)
- b. Any person hired as a Work/Study Librarian must be enrolled in an ALA-accredited library school in an MLS/MLIS program. Such person must schedule her attendance at such school so that the Master's Degree will be obtained within five (5) years from the date she commences work with the Employer. A Work/Study Librarian is entitled to apply for a leave of absence or a partial leave of absence in order to attend library school in accordance with Article 20 (Leaves of Absence) of this Agreement.
- c. Generally, such person shall attend school at least one term per year and must satisfactorily complete all courses and provide the Employer with evidence of satisfactory completion. If a Work/Study Librarian does not attend school as provided for herein, or if she does not satisfactorily complete the classes, she shall be discharged by the Employer and such discharge shall be considered by the Employer and the Union as a discharge for just cause.

2. Salary and Wage Provisions.

A Work/Study Librarian shall be paid at the rate of eighty (80) percent of the entry-level librarian until she successfully completes one half (½) of the course work for the MLS/MLIS. At that point, she shall be paid at the rate of ninety (90) percent of the entry-level librarian (Appendix A.) A Work/Study Librarian who is employed at the Library for at least two thousand and eighty (2,080) hours as a Library Assistant or Work/Study Librarian prior to the receipt of her Master's Degree shall be placed on Step 2 of the salary schedule when she becomes a Librarian.

3. Work on Off Days.

Any Work/Study Librarian called to work on his scheduled day off, during a week when scheduled to work forty (40) hours, or recalled after his normal eight (8) hour workday, shall be compensated at the rate of one and one half (1 ½) times the employees' regular rate of pay for each hour worked, with a minimum schedule of four (4) hours at one and one half (1 ½) times, or given one and one half (1 ½) compensatory time off, which shall be scheduled within the pay period during which the work was performed at a time mutually convenient to the employee and the Employer. If it is not possible to schedule the time off within the pay period during which the work was performed, compensatory time must be taken no later than the end of the subsequent pay period.

4. Holidays.

All holidays for Work/Study Librarians are taken without pay each year. In the pay period that follows their anniversary date of employment, they shall receive pay for all holidays during the preceding anniversary year based on average weekly hours worked. If a Work/Study Librarian averaged thirty-two (32) hours or more per week, she shall receive eight (8) hours pay for each holiday. If a Work/Study Librarian averaged under thirty-two (32) hours per week, she shall receive four (4) hours pay for each holiday. For purposes of scheduling, a Work/Study Librarian will work a minimum of twenty-four (24) hours during the week in which a holiday falls.

5. Personal Days.

All personal days for Work/Study Librarians are taken without pay each year. In the pay period that follows their anniversary date of employment, they shall receive pay for all personal days during the preceding anniversary year based on average weekly hours worked. If a Work/Study Librarian averaged thirty-two (32) hours or more per week, she shall receive eight (8) hours pay for each personal day. If a Work/Study Librarian averaged under thirty-two (32) hours per week, she shall receive four (4) hours pay for each personal day. For purposes of scheduling, a Work/Study Librarian will work a minimum of twenty-four (24) hours during the week in which a personal day falls.

6. Vacations.

A Work/Study Librarian shall not receive any vacation benefits but shall, upon request, be granted two (2) weeks unpaid vacation per calendar year. In the first year following receipt of the MLS/MLIS, she shall be eligible to receive a minimum of ten (10) days of paid vacation.

7. Funeral Leave.

Work/Study Librarians shall receive funeral leave without loss of pay based on their current status of full-time or part-time, which shall be determined by the number of hours they are scheduled to work during the week in which the funeral occurs, i.e., forty (40) hours equals full-time, under forty (40) hours equals part-time.

8. Sick Time Pay.

Work/Study Librarians shall accumulate sick time pay based on the average hours worked per pay period. If she works at least thirty-two (32) hours per week, she accumulates sick time at the rate of three and one half (3 ½) hours per pay period. If she works at least sixteen (16) hours but less than thirty-two (32) hours per week, she accumulates sick time at the rate of one and three fourths (1 ¾) hours per pay period.

9. Health Insurance Benefits.

The Library shall pay health insurance benefits as per full-time employees unless the Work/Study Librarian is on an extended educational leave exceeding one semester or summer. The Library will provide a Section 125 Premium Only Plan (POP), subject to IRS rules and availability. This means that employees shall be able to tax shelter their share of the health insurance premiums.

10. Seniority.

When the Work/Study Librarian obtains the MLS/MLIS she will be credited with seniority with the Employer for all time worked during her service as a Work/Study Librarian. For these purposes, the time spent at school shall be considered as educational leaves of absence. For purposes of layoff and recall only, a Work/Study Librarian shall be credited with seniority for all time worked during her service as a Work/Study Librarian while working towards the MLS/MLIS. (See also Article 20, Leaves of Absence.)

11. Job Bidding and Promotions.

No Work/Study Librarian shall be entitled to the bidding privileges as set forth in this Agreement.

12. Jury Duty Benefits.

A Work/Study Librarian receives jury duty pay based on current status of full-time or part-time based on the number of hours scheduled to work during the academic term in which the jury duty occurs.

APPENDIX G

June 1, 2011

LETTER OF AGREEMENT

PLAY DUTIES

During contract negotiations in 2011 between SEIU District 1199/PLAY and the Public Library of Youngstown and Mahoning County, the parties reached an agreement regarding PLAY duties.

PLAY employees are willing to perform duties which would not be an essential function of their positions, but would facilitate the operation of the Library and further its mission of providing the best possible customer service. These duties shall not violate the terms and conditions of the SEIU District 1199/CMT collective bargaining agreement.


Public Library of Youngtown and
Mahoning County

5-10-11
Date


SEIU District 1199

5-10-2011
Date

LETTER OF AGREEMENT

TO: Heidi Daniel, Director
All Librarians

FROM: Management & Union Negotiators

DATE: 9-11-2013

SUBJECT: Selection Process for Supervisor Positions

During the 2013 contract negotiations, the negotiating teams explored the issue of the selection process for supervisor positions. Our mutual interests included (but were not limited to) the following:

- Expanding the Internal Interest in leadership positions
- Getting qualified internal bidders on supervisory positions
- Having the selection process be positive for all parties
- Succession planning

From these interests the negotiating teams determined to create a ~~consensus statement~~ letter of agreement for the purpose of encouraging librarians who are interested in advancing to supervisor positions to shadow a supervisor in order to gain insight into a supervisor's role in our organization.

Such a shadowing/mentoring situation would be separate from the bidding process. It would be a voluntary experience not to be paid at a higher rate of pay, but allowed on library time subject to scheduling availability.

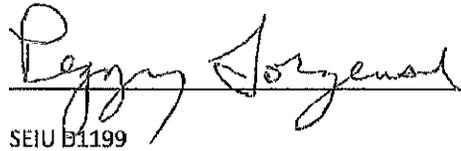
Thank you for your attention to this matter.



Public Library of Youngstown & Mahoning Co

9-17-13

Date



SEIU B1199

9-17-2013

Date

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