



AGREEMENT

between

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01/30/2014

THE PUBLIC LIBRARY OF YOUNGSTOWN
AND MAHONING COUNTY

and

CLERICAL/MAINTENANCE/TECHNICAL
Service Employees International Union District 1199, WV/KY/OH, The Health Care and Social
Service Union, CTW, CLC

Effective

May 1, 2013

through

April 30, 2016

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THIS AGREEMENT is by and between THE PUBLIC LIBRARY OF YOUNGSTOWN AND MAHONING COUNTY, its successors and assigns, located at 305 Wick Avenue, Youngstown, Ohio, hereinafter referred to as the "Library" and Clerical/Maintenance/Technical Service Employees International Union District 1199, WV/KY/OH, The Health Care and Social Service Union, CTW, CLC, its successors and assigns, hereinafter referred to as the "Union".

W I T N E S S E T H:

WHEREAS, the Union recognizes that the Library has the full and exclusive responsibility and obligation of providing proper service to the community-at-large; and

WHEREAS, the Library recognizes the Union as the sole and exclusive collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the said responsibility and obligation of the Library as well as the interests of its employees; avoid interruptions to and interferences with the Library's service to the community; and set forth herein rates of pay, hours of work, and conditions of employment for the employees covered by this Agreement;

WHEREAS, the Union and the Library agree to maintain, encourage and assure a positive working environment in which all staff members are treated with dignity and respect;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties agree to interpret and apply this contract to and to act in all times with regard thereto in good faith, and the parties hereto further agree as follows:

ARTICLE 1

MANAGEMENT RIGHTS

SECTION 1. The management of the Library, the control of the premises, and the direction of the working forces are vested exclusively with the Library. The right to manage includes, but shall not be limited to, the right to hire, transfer, promote, suspend, or discharge for just cause; and lay off or terminate employees for economic reasons; to determine the shifts and the number of hours to be worked by the employees, to assign duties to the employees in accordance with the needs and requirements determined by the Library; to determine or to change the methods and means by which its operations are to be carried on; and to carry out the ordinary and customary functions of management, subject only to such restrictions and regulations governing the exercise of these rights as are expressly specified in this Agreement, and provided, further, that these rights shall not be used for the purpose of discriminating unlawfully against any employee on account of membership in or activity on behalf of the Union.

SECTION 2. The Union, on behalf of the employees, agrees to cooperate with the Library to attain and maintain full efficiency and maximum community service and the Library agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE 2

BARGAINING UNIT RECOGNITION

SECTION 1. The Library recognizes the Union during the term of this Agreement as the sole and exclusive representative of the employees of the Public Library of Youngstown and Mahoning County, as hereinafter defined for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment within said bargaining unit.

SECTION 2. Except as hereinafter limited, the term "employee" as used herein shall apply to employees who are in, or perform the duties of the following classifications:

Shelver	Clerk 4
Clerk Apprentice 1	Clerk 5
Clerk Apprentice 2	Maintenance Apprentice 1
Clerk 1	Maintenance Apprentice 2
Clerk 2	Maintenance
Clerk 3	Maintenance Chief

SECTION 3. The term "employee" as used herein shall include without limitation the classifications listed in this Agreement, and shall include all employees of the Library who perform or are being trained to perform the duties of those classifications, subject to the provisions of Article 10, Probationary Period.

SECTION 4. This agreement shall apply to both full-time and part-time employees. Full-time employees are those who fill full-time positions, which are 40 hours per week; part-time employees are those who fill part-time positions, which are less than 40 hours per week. Part-time employees, making a commitment to assume a full-time position temporarily, will receive full-time benefits after they have worked at least two (2) complete consecutive pay periods. The Library will not eliminate a full-time position or replace a full-time position with part-time positions until a meeting has been held with the Union, the Union's input has been sought and considered, and the Library has provided justification for its decision. Although the decision rests with management, the Library agrees that its decision will not be arbitrary.

SECTION 5. As used herein the term "supervisor" means any individual having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or to recommend such action effectively, or responsibly to direct employees. The phrase "responsibly to direct employees" shall require that the person in question regularly direct employees in their day-to-day work duties and in so doing must exercise independent judgment and discretion.

SECTION 6. If job classifications other than supervisory classifications and the classifications listed in this Agreement are established after the date of this Agreement in any department which has employees then included within this bargaining unit, the Library upon request shall meet with the Union to discuss whether such classifications should be added to the existing unit. If the parties are unable to agree, the matter shall be referred to arbitration in accordance with the provisions of Section 1, Step 3 of Article 6 in this Agreement.

SECTION 7. Nothing in this Agreement shall limit the right of the Library to promote employees from the bargaining unit to existing or future jobs outside of the bargaining unit.

SECTION 8. Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

SECTION 9. If any dispute arises concerning the inclusion of any employee within the bargaining unit as defined in Section 2 of Article 2, the said dispute shall be processed as a grievance under Article 6 of this Agreement, starting at Step 2 of the Grievance Procedure.

SECTION 10. Temporary employees will not be used by the Library to deprive regular employees of available bargaining unit work. Temporary employees may be used only when the Library has been unable to obtain a bargaining unit employee to perform the work.

SECTION 11. The term "Bargaining Unit", wherever used herein, refers collectively to the employees employed as defined in this Article. The term "Unit", wherever used herein, refers either to Main Library or one or more of its facilities.

ARTICLE 3

MAINTENANCE OF UNION MEMBERSHIP AND DUES COLLECTION

SECTION 1. It shall be a condition of employment that all employees covered by this Agreement who were members of the Union in good standing as of midnight, February 14, 1980, shall remain in good standing. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall upon the completion of their probationary period become and remain members in good standing in the Union. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership is denied or whose membership is terminated for reasons other than failure to make tender of, or failure to make payment of, initiation fees, or periodic dues, uniformly required of members as a condition of acquiring and maintaining membership.

SECTION 2. The Library will furnish the Union with the name, address, and job classification, of new employees within ten (10) working days after their employment commences. The Library will also furnish the Union with the names of terminated employees within ten (10) working days after their termination or resignation.

SECTION 3. No employee shall be discharged by the Library for failure to comply with the requirements of Section 1 until the Union shall have notified the Library and the employee in writing of such default, and said employee shall have had ten (10) days after receipt of such notice by the Library and the employee in which to bring himself into compliance. The Union agrees to indemnify and save the Library harmless from any action growing out of a discharge effected at the request of the Union.

SECTION 4. The Library agrees to deduct monthly Union dues and Initiation fees in whatever sum is authorized by the Union from the pay of employees upon receipt of a voluntary written authorization executed for that purpose. Deductions will be made from the pay received during the first pay in each month.

SECTION 5. The Library's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization, upon his transfer to a job with the Library not covered by this Agreement, upon his layoff from work or upon his absence due to an approved leave, except that such deduction shall be resumed if any employee who is on layoff status is reinstated, or an employee who is on an approved leave of absence returns to work, and no periods of revocation intervene during his absence or layoff.

SECTION 6. Deductions provided in this Article shall be transmitted to the Union no later than the tenth (10th) day following the end of the first pay received in each month. The Library will furnish the Union, together with its check for the Union dues, a list of all employees whose dues have been deducted. Such list shall show the departments of all employees working at the main branch and the locations of all other employees. The Library will furnish a list of employees for whom dues have not been deducted and the reasons therefore, if known to the Library.

SECTION 7. When a minimum of five (5) employees have authorized payroll deductions, the Library shall withhold contributions to the Union's Committee on Political Education/Political Action Committee (COPE/PAC) from the first 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.

On April 1st of each year the Library will notify the Union President in writing if participation in COPE/PAC payroll deductions 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 the time if the Union provides the Library with a minimum of five (5) voluntary written check-off authorizations.

SECTION 8. The Union agrees that it will indemnify and save the Library harmless from any action growing out of these deductions and commenced by an employee against the Library, and assume full responsibility for the disposition of the dues so deducted once they have been turned over to the Union.

ARTICLE 4

UNION ACTIVITY - VISITATION

SECTION 1. Except as provided in this Article or Article 6 there shall be no Union activity of any kind, or distribution or posting of any literature or any other writings, and no meetings of any kind for any purpose on Library premises. This prohibition shall not extend to (a) conferences called and conducted by the Library administration, or (b) meetings of Union delegates and other Union representatives held during non-working time for the purpose of processing grievances as defined in Article 6 of this Agreement, it being understood and agreed that such meetings shall not in any way interfere with the operation of the Library or the performance of their duties by any employee.

SECTION 2. Representatives of the Union may enter the Library between 9 a.m. and 8 p.m. Monday through Saturday, after first checking in with the Library's Human Resource Director or his designee for the purposes only of ascertaining whether or not this Agreement is being observed by the parties and of meeting the Library's Human Resource Director or his designated representative at Step 2 of the Grievance Procedure. Such visits shall be subject to the general rules of the Library's applicable to non-employees and shall not interfere with the work of any employee or the operations of the Library.

SECTION 3. The Library shall save space on bulletin boards in each Unit for the use of Union only. Such space shall be used only for duly authorized:

- A. Union meeting notices
- B. Union election notices
- C. Notices of appointed Union officials

- D. Supplemental Agreements or Memorandum of Understanding executed by the parties
- E. Notices of Union social affairs
- F. Notices of meetings under the Grievance Procedure

No notice on any bulletin board may contain anything political or controversial, or critical of the Library or of any employee or other person. No notice shall be posted unless and until approved for posting by the Library's Human Resource Director or his designee, it being agreed that such approval shall not be withheld so long as the notice shall comply with the provisions of this Section, and that the determination or priority shall be made within a reasonable time from the time the notice was given to the Human Resource Director or his designee. The Union has the right to use interdepartmental mail for official Union business except for currency or checks. The Union shall be permitted to use the Library meeting room for Library 1199 CMT membership meetings at no charge, unless another meeting has been previously scheduled for such room, and provided arrangements for use of the room are made through the Manager of Public Service Operations or designee.

ARTICLE 5

UNION DELEGATES

SECTION 1. For the purpose of processing grievances in accordance with the Grievance Procedure provided in Article 6 of this Agreement, the Library shall recognize, upon written notice, delegates elected or appointed by the Union; and the Library shall also recognize substitutes appointed to function as delegates in the absence of regular delegates.

The Chief Delegate must work a shift that will permit him to be on duty at least part of the day shift.

SECTION 2. Delegates shall adhere to the following procedure in processing grievances as defined and provided in Article 6 of this Agreement:

(a) Before leaving work to process a grievance, a delegate shall first report to his immediate supervisor and request permission to leave his job, stating the reason for his request and the Branch or Department of the Library to which he is going. Permission will be granted based upon the needs of the delegate's department and his own work schedule. If the supervisor cannot permit the delegate to leave his department at the time requested, the supervisor shall designate the time at which the delegate may leave.

(b) Then it is necessary for a delegate to enter a department or a branch, supervised by a supervisor other than his own, he shall report first to the supervisor in charge of such department or branch, advise him of the purpose of his being there, and request to enter. Permission will be granted based upon the needs of that department or branch and the work schedule of the employee whom the delegate wishes to contact. If a supervisor is unable to grant permission to the delegate to enter his department at the time requested, he shall designate a time at which the delegate may enter his department.

(c) Upon returning to his own job, the delegate will first report to his own supervisor before resuming work, or as soon as possible after resuming work.

(d) Delegates shall process grievances with proper regard for the Library's operational needs, and shall cooperate, in good faith, with the Library in keeping to a minimum the time lost from work due to grievance handling.

SECTION 3. The Union shall furnish the Library with a written list of stewards/delegates, stating

the departments or branches at which they are employed and shall as soon as possible notify the Library in writing of any changes therein, including temporary substitutions.

SECTION 4. The Library will pay up to a total of fifty-two (52) hours in any one calendar year to the Chief Delegate or her representative for time spent on union business during scheduled working hours. The Chief Delegate or his/her representative must notify his/her supervisor prior to the use of any such time.

ARTICLE 6

GRIEVANCE PROCEDURE

SECTION 1. For the purposes of this Agreement, the term "grievance" is defined as a dispute between the Library and the Union, or between the Library and an employee or employees concerning the interpretation, or intent, or application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following procedure shall be observed:

An employee having a grievance shall take it up orally with his immediate supervisor, either alone or accompanied by his delegate if the employee so wishes. Any such grievance shall be presented no later than thirty (30) calendar days after the occurrence of the event, upon which his grievance is based.

STEP 1. An employee filing a formal grievance shall present it to the Manager of Public Service Operations on the Grievance Form.

The Grievance Form shall set forth the facts upon which the grievance is based; the approximate time of their occurrence; and the relief or remedy requested. The Grievance Form shall be dated and it shall be signed by the employee and his delegate.

The Manager of Public Service Operations shall give her answer within ten (10) working days after the grievance has been presented to her. The Manager of Public Service Operations' answer shall be given in writing. A grievant shall not be docked for time spent processing a grievance at this step.

STEP 2. If the grievance is not settled to the satisfaction of the Union or the grievant in Step 1, the Union may appeal the grievance on the Grievance Form within three (3) working days after the Library's answer in Step 1 has been given. The Human Resource Director shall meet the grievant, the delegate, the Chief Delegate, and a business agent of the Union to discuss the grievance. Such meeting shall be within five (5) working days after the appeal has been taken. The Library shall give its written answer to the Union within ten (10) working days following such meeting. The delegate involved shall be notified and receive a copy of the answer sent to District 1199.

STEP 3. Grievances not settled at Step 2 of Section 1, may be referred to an impartial arbitrator for disposition. Such referral must be made within the forty (40) calendar day period after receipt of the Step 2 response by the Library. The arbitrator shall be selected by the parties from a panel to be supplied by the Federal Mediation and Conciliation Service. It is understood and agreed that the panel must be made up of arbitrators who are members of the American Academy of Arbitration. If the parties are unable to agree upon a selection from the first panel selected, either party shall request another panel. In the event that the parties are unable to agree upon an arbitrator from the second panel, the selection of an arbitrator will be referred to the Federal Mediation and Conciliation Service, which will appoint an Arbitrator. It is understood and agreed, however, that any arbitrator appointed by the Federal Mediation and Conciliation Service must be a member of the American Academy of Arbitration. The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation, or intent, or application of, or compliance with, the provisions of this Agreement. He shall not have any power to add to or subtract from or modify in any way of the terms of this Agreement. The decision of the arbitrator shall be final

and binding upon all employees, the Library, and the Union. The fees and the expenses of the arbitrator, if any, shall be borne equally by the parties.

SECTION 2. Where the Library has given a written answer at Step 2 or where the Union rejects the Library's answer at Step 2, which rejection shall be in writing, either party will state in general the reasons for its position.

SECTION 3. The time limitations provided for in this Article may be extended by mutual agreement of the Library and the Union. Working days as used herein shall not include Saturdays, Sundays, or holidays. Any grievance not timely presented for disposition at Step 1 shall not thereafter be considered a grievance under this Agreement. Any grievance not timely answered by the Library as provided herein, shall be considered in favor of the grievant; any grievance not timely appealed by the Union or the grievant, as provided for herein, shall be considered settled as being denied. Any disposition of the grievance accepted by the Union shall be final and conclusive and binding upon all employees, the Library, and the Union.

SECTION 4. A grievance which affects a substantial number of employees or which involves the disciplinary suspension or discharge of an employee may initially be presented by the Chief Delegate at Step 1.

SECTION 5. Grievances filed by the Library shall be commenced at Step 1.

SECTION 6. 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) days of the forty (40) calendar day period at Step 3, 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 14 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.

ARTICLE 7

NO STRIKE AND NO LOCKOUT

SECTION 1. Except as provided in Article 27, during the term of this Agreement, the Union shall not, directly or indirectly call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slow-down, walkout, work stoppage, picketing, or other interference with any operation or operations of the Library. The Union shall cooperate with the Library throughout said period in continuing operations in a normal manner, and shall actively discourage and endeavor to prevent or terminate any violation of this Section.

SECTION 2. Any employee who violates Section 1 of this Article shall be subject to discharge or other disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the employee violated Section 1. In the event there is any strike, slow-down, walkout, work stoppage, picketing, or other interference with the Library's operations in violation of Section 1, neither party shall negotiate upon their merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

SECTION 3. In the event any violation of this Article occurs, the Union shall promptly notify all employees that the strike, slow-down, picketing, walkout, work stoppage or other interference with the Library's operations is prohibited by this Article and is not in any way sanctioned or approved by the Union. The Union shall also promptly order all employees to return to work at once.

SECTION 4. In the event that the Library claims that the Union or any officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encouraged, or in any way participated in any strike, stoppage of work, picketing, sit-down, slow-down, or other interference with the operation of the Library, or ratified, condoned, or lent any support to any such conduct or action, the Library may forthwith submit this grievance to arbitration under the arbitration procedure provided for in this Agreement, and the Union and the Library shall both cooperate to bring about an arbitration as expeditiously as possible. The arbitrator is empowered under this Article to grant injunctive relief or other appropriate remedies to the Library against the Union, and the Union hereby consents to the entry by or on behalf of the Library of any appropriate decree, order, or judgment in any Court of competent jurisdiction, based on such award and for the purpose of permitting the Library to enforce and implement such award.

SECTION 5. Picket Lines. 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 one 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 bona fide picket lines within the meaning of this Agreement.

SECTION 6. The Library shall not lock out any or all of its employees during the term of this Agreement.

ARTICLE 8

HOLIDAYS/SUNDAYS

SECTION 1. A full-time employee who has completed his probationary period shall be entitled to the following paid holidays:

New Years Eve Day	Independence Day
New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Holy Saturday	Day before Christmas
Memorial Day	Christmas Day

Two Floating Holidays (see SECTION 7 of this ARTICLE)

SECTION 2. Such employee will not receive pay for any of the above listed holidays unless he works his scheduled day preceding such holiday and his scheduled day following such holiday, unless he

is absent from either or both of such days because of an illness or other unavoidable reason which has been approved by his supervisor.

SECTION 3. A part-time employee who has completed his probationary period and who works his scheduled days as set forth in Section 2 hereof shall receive four (4) hours of pay for the holidays as set forth in Section 1. Eligible part-time employees may be allowed to take holiday time in the week before or after a holiday, if beneficial for scheduling.

SECTION 4. Sunday Work. When the Library is open for public service on Sundays, which would require bargaining unit employees regularly assigned to work in public service to work on Sundays, the following provisions shall apply:

- 1) 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.
- 2) 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.
- 3) All hours worked on Sunday shall be overtime hours and shall be paid at the rate of time and one-half (1½) 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. A full-time employee required to work Sunday as a fifth day of work in the workweek will be paid two (2) times their regular rate of pay.
- 4) 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.
- 5) Public service circulation employees who transfer to a public service non-circulating service area position may choose to continue working Sunday hours provided such choice is made immediately following the transfer. Such employees will receive periodic assessment from a Library trainer as to whether the employee remains qualified to continue working Sunday hours. If the trainer determines that the employee is not performing satisfactorily on Sundays, that employee will become ineligible for Sunday hours. The decision of the trainer is final and non-grievable.
- 6) Scheduling. Scheduling for Sunday hours will be accomplished in accordance with the following provisions:
 - a. 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.
 - b. 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 work location(s).

- c. The Library will determine Sunday assignments from the sign-up sheets in accordance with Section 4.1 and 4.2 above. The Library will post Sunday assignments at least one (1) month prior to the beginning of each Sunday term.

SECTION 5. Holiday Work. The Library shall have the right to require employees to work on any said holiday. A full-time employee working on any said holiday will be paid at his regular rate of pay for all hours worked plus eight (8) hours of straight-time pay for the holiday. Part-time employees working on any said holidays will be paid at two (2) times their regular rate of pay for all hours worked on said holiday.

If any employee who has been scheduled to work on a said holiday fails to report to work, he shall be ineligible for the holiday premium pay unless his absence is excused for a bona fide reason. Employees working on holidays will work their normally scheduled workweek in addition to said holiday.

SECTION 6. 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.

SECTION 7. Floating holidays will be taken in lieu of Presidents' Birthday and Columbus Day. Employees, who have completed their probationary period, are eligible for the floating holidays only if they are employed on the holiday, which the floating day is intended to replace. These floating holidays will be scheduled in the same manner as vacations, and each employee will be granted the floating holidays off with straight time rate of pay for each of the days.

ARTICLE 9

VACATIONS

SECTION 1. All part-time and full-time employees with less than three (3) years of seniority as of the December 31, 2010 seniority list shall be granted the following vacation with pay each year based upon their seniority as follows:

<u>SENIORITY</u>	<u>LENGTH OF VACATION</u>
One (1) year but less than 5 (five) years for full-time employees: less than five (5) years for part-time employees	2 weeks
Five (5) years but less than ten (10) years	3 weeks
Ten (10) or more years	4 weeks

Employees with three or more years of seniority as of December 31, 2010, seniority list and with continuous employment during the life of the contract expiring April 30, 2013, whose name appears in Appendix D shall be granted vacation according to the schedule in said Appendix D.

A bargaining unit employee who works both part-time and full-time during his first year of employment with the Library will be entitled to vacation with pay as the anniversary date of hire, with the vacation pay for each week consisting of the average number of hours for which the Employee received pay per week during the anniversary year

SECTION 2. For the employee's first year of employment only, the vacation accrual year used in establishing employees' eligibility for vacation, shall be the anniversary year of the employees' continuous service with the Library computed from his last date of hire. Thereafter the accrual year is the calendar year. Thus, as of January 1 through December 31 of each year, employees shall take vacations earned the preceding calendar year.

SECTION 3. To be eligible for vacation, an employee must have worked at least eighty percent (80%) of his scheduled work time during the vacation accrual year. For the purposes of this Section, leaves of absence not to exceed thirty (30) days due to illness or injury shall count as time worked. More than one employee in any one department or agency shall be entitled to take a vacation at the same time, unless it is impracticable to do so.

SECTION 4. For the purpose of this Article, the vacation pay for each vacation week shall consist of the hours in the employee's regular scheduled work week at the employee's regular straight-time hourly rate at the time the vacation is taken, except that in case of part-time employees covered by this Agreement, the vacation pay for each vacation week shall consist of the average number of hours for which the employee received pay per week during the preceding calendar year. (For purposes of averaging, total per week will be rounded starting at .5, not .49.)

SECTION 5. So far as practicable, vacations will be scheduled and taken at times most desired by the employees, giving consideration to the length of their continuous service, but the final right to allot vacation periods and to schedule individual vacations is exclusively reserved to the Library in order to insure the orderly operation of the Library. Employees shall give written notice of their choice of vacation dates each year, to the head of their department or branch in which they are assigned.

- 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. The vacation scheduling calendar shall circulate in two (2) rounds. During the first round, employees have the option of scheduling all of their vacation days, or they may schedule their "must have" days or weeks first. During the second round, employees shall schedule their remaining days. Notwithstanding this, 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 the Employee. When employees' requests for vacation conflicts with requests made by employees not in the bargaining unit, such conflicts will be given equal consideration without regard to the fact that the other requests are from employees outside the bargaining unit.
- D. It is agreed that a vacation must be taken in periods of no less than one (1) hour increments. No more than sixteen (16) hours of vacation entitlement can be taken in one (1) hour increments.
- E. No more than six (6) changes to scheduled vacation shall be permitted per year.
- F. All rules related to vacation shall be included in a vacation policy developed through the Labor Management Committee.

- G. 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 bargaining unit members 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. If a holiday listed in Article 8 of this Agreement falls within an employee's vacation, the holiday is not considered as one of the employee's vacation days.

SECTION 7. On termination of employment, an employee shall receive the vacation pay, which he had accrued as of January 1 of the year in which he terminates his employment. Any employee with three or more years of continuous service shall also receive vacation pay accrued by him during the year in which he terminates. Such payment shall be made on a pro rata basis. In the event of death of any employee, his earned vacation shall be paid to his surviving spouse or his estate. This termination vacation benefit shall not be granted to an employee who is discharged by the Library for just cause.

SECTION 8. Vacations may not be accumulated from year to year, nor may a vacation be postponed from one year to another unless approved by the Library.

SECTION 9. A full time employee or part time employee on a pro-rata basis may choose to work for up to five (5) days of unscheduled vacation per year and receive his/her regular compensation for such days, in addition to vacation pay. The two (2) yearly request deadlines are:

Request Deadline:

March 15th

September 1st

Payout by:

Second pay of April

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 9. An employee who chooses to use buyout days will have such days deducted from his/her vacation balance.

ARTICLE 10

PROBATIONARY PERIOD

SECTION 1. A new employee shall be considered as a probationary employee for forty-five (45) days worked or no more than fifteen (15) weeks worked, whichever comes first. This period can be extended by mutual agreement of the Library and the Union. During this period, he is entitled to all the benefits of this Agreement except that he may be discharged at the discretion of the Library and such discharge shall not be subject to the grievance and arbitration procedures set forth in this Agreement. Upon completion of the probationary period his bargaining unit seniority dates back to the commencement of employment.

ARTICLE 11

EMPLOYMENT

SECTION 1. In seeking new or additional employees, the Library must first offer employment to those of its employees who may then be on layoff status in accordance with the seniority provisions of this Agreement. Nothing herein contained, however, shall prevent the Library, in the event of an emergency, from recalling or employing anyone without regard to the provisions of this Section.

SECTION 2. There shall be no discrimination either by the Library or the Union against any employee or applicant for employment, because of race, color, creed, national origin, sex, age or handicap.

ARTICLE 12

OFFICIAL LEAVES OF ABSENCE

SECTION 1. For purposes of this section, the definition of a "leave of absence for personal illness or injury" will include all paid and unpaid time. An employee shall be granted a leave of absence for a period not to exceed six (6) months because of personal illness or injury upon notice supported by medical evidence, provided the employee has reported such illness or injury to his immediate supervisor during this first day of absence, unless the failure to do so is due to reasons beyond his control. If the illness or disability continues beyond six (6) months, additional leave may be granted by the Library. Such additional leave shall not be unreasonably denied by the Library. If it is denied, the affected employee may, within five (5) working days from being advised of such denial, if he elects, appeal to the Joint Library/Union Committee established under Article 24. A majority of the Committee shall have the authority to confirm or overrule the denial. If the Committee reaches an impasse on such issue, the affected employee may, within five (5) working days from being notified that impasse has been reached, if he elects, file a grievance commencing at Step 3 of the Grievance Procedure. An employee who has appealed to the Joint Committee or filed a grievance under the provisions of this paragraph may not be terminated by the Library for reasons of exceeding an approved leave of absence during the pendency of such appeal or grievance. An employee shall not be required to use any of his accrued vacation or sick leave prior to being granted a leave of absence for personal illness or injury.

SECTION 2. The Library may require a doctor's release before the employee returns to work. 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 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. Should the Library deem the employee is not needed for this week; the employee shall be put on the extra hours list and given priority within the scheduling pattern for the week in question.

SECTION 3. In cases of industrial illness or injury, a leave of absence shall be granted upon notice supported by medical evidence for the full period of disability. Such leave shall terminate automatically when the employee is placed upon total and permanent disability or when the employee is capable of returning to work as certified by the physician in charge of the case, whichever is shorter.

SECTION 4. For purposes of this section, the definition of a "leave of absence for maternity/paternity" will include all paid and unpaid time. A leave of absence for maternity/paternity shall be granted when the employee becomes a natural or adoptive parent. Such leave may not exceed a period of one year. An employee must make written application for a 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 adopted child to be placed in the employee's home. The employee's failure to make such timely application due to reasons beyond his control shall not be grounds for denying the approval of such a leave. In the event of the death of a child or the removal of the adopted child from the home while the employee is on such leave of absence, the employee shall so notify the Library within ten (10) days thereof and such leave shall terminate no later than ten (10) days after the giving of such notice.

SECTION 5. Leaves of absence may be granted in other cases for good cause shown (such as educational) for a period not to exceed sixty (60) days provided the employee has at least six months seniority. Such leaves of absence may be extended by the Library but in no case will any employee be permitted to exceed six months continuous leave under this Section. A leave of absence provided for under this Section shall not be unreasonably denied by the Library. If it is denied, the affected employee may, within five (5) working days from being advised of such denial, if he elects, appeal to the Joint Library/Union Committee established under Article 24. A majority of the Committee shall have the authority to confirm or overrule the denial. Action taken by a majority of the Committee shall be final. If the Committee reaches an impasse on such issue, the affected employee may, within five (5) working days from being notified that impasse has been reached, if he elects, file a grievance commencing at Step 3 of the Grievance Procedure. An employee who has appealed to the Joint Committee or filed a grievance under the provisions of this paragraph may not be terminated by the Library for reasons of exceeding an approved leave of absence during the pendency of such appeal or grievance.

SECTION 6. At the request of the Union, a leave of absence shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a leave of absence. Leaves of absence for employees selected for a Union office or employed by the Union shall be deemed to have expired five (5) working days after their tenure of office or their employment with the Union shall have been terminated. In all other cases, leaves of absences for Union business shall be deemed to have expired two (2) working days after cessation of such business. An employee on a leave of absence under this Section will continue to be covered during such leaves by the Library's hospitalization, surgical and medical benefits. The Union shall reimburse the Library for the costs thereof on a monthly or periodic basis as the Library may determine.

SECTION 7. No employee granted a leave of absence shall accept other employment except employment or office with the Union during the period of his leave. Violation of this provision will result in termination of employment.

SECTION 8. Except as otherwise provided for in this Agreement, all leaves of absence and any extensions thereof shall be without pay and must be applied for and granted in writing on forms provided by the Library. An employee's seniority shall continue to accrue for all purposes during a leave of absence, but not to exceed a period of twelve (12) months. The Library shall continue all hospitalization and medical insurance coverages for the first sixty (60) calendar days of any leave of absence granted under the provisions of Sections 1 or 3 of this Article.

A. For purposes of this section, the definition of a "leave of absence for personal illness or injury" will include all paid and unpaid time. An employee who has been on a leave of absence for reasons of personal illness or injury for a period of six (6) months or less shall be returned to his former position and geographic location at the expiration of his leave. During the absence of such employee, the Library shall fill the position as a temporary vacancy, or may assign other employees, or may use substitutes to work such position under the temporary assignment provisions of this contract. At the expiration of six (6) months, the Library may fill such position as a permanent position. An employee who has been on such a leave of absence for a period in excess of six (6) months may, when he is able to return to work, be reinstated to his former job if it is available. If such job is not available, he may be placed on a

comparable job if one is available. If no such job is available, he must fill any vacancy which then exists on a job which he can perform. If there is no such vacancy he may replace the employee with the least seniority working on a job which he can perform, or elect to go on layoff. If he elects to go on layoff, he must accept the first recall to work to a job he can perform or he will be terminated. If an opening occurs in the employee's original department, branch, or popular reading center, he will have a preferred right to such opening over other employees of the Library in accordance with Article 20., Section 6. C.

B. An employee who has been on a leave of absence for any other reasons or causes provided for in this Article for a period of thirty (30) calendar days or less shall be returned to his former position and geographic location at the expiration of such leave. During the absence of such employee, the Library shall fill the position as a temporary vacancy and may assign other employees to work such position under the temporary assignment provisions of this contract. At the expiration of such thirty (30) day period, the Library may fill such position as a permanent position. An employee who has been on such a leave for a period in excess of thirty calendar days may, when he returns to work, be reinstated to his former job, if it is available. If such job is not available, he may be placed on a comparable job if one is available. If no such comparable job is available, he must fill any vacancy which then exists for a job which he can perform. If there is no such vacancy, he may replace the employee with the least seniority working on a job which he can perform or elect to go on layoff. If he elects to go on layoff, he must accept the first recall to work to a job he can perform or he will be terminated.

C. An employee who was not returned to his former position under the provisions of either of the preceding paragraphs A or B shall have a preferred status for bidding on such position when it next becomes vacant. Such preferred status shall exist for only one opportunity and if the employee elects not to exercise it, it shall be lost.

SECTION 8. Employees who misrepresent facts to obtain a leave of absence or secure a leave of absence on the basis of such misrepresentation may be terminated by the Library. Failure of an employee without a sufficient excuse to report for employment as of the expiration of his leave or to secure an extension of his leave shall result in the termination of his employment by the Library.

SECTION 9. Military Service. Employees who enter the military service of the United States shall be accorded all the rights provided by statute.

ARTICLE 13

DISCIPLINE

SECTION 1. The Library shall have the right to discipline or discharge any employee for just cause.

SECTION 2. Whenever the Human Resource Director intends to have a meeting with an employee for the purpose of, or which may result in taking disciplinary action against an employee, he shall have his delegate present. When any supervisor gives an employee a written reprimand, written notice of suspension, or a written notice of discharge a delegate shall be present so long as he is available upon two (2) hours' notice. Nothing herein is intended to constitute a waiver of employee rights under applicable labor laws. In the event written notation of such disciplinary action is made to the personnel record of an employee, the employee and his delegate shall receive a copy of said written notation. Both the employee and the delegate will be required to sign a copy of the same attesting to the receipt thereof. When an employee is suspended, the suspension will begin to run from the time the suspension is given but, in any event, not later than the starting time of the employee's next scheduled shift, it being understood and agreed that any suspension shall be given in terms of day or days which the employee was scheduled to work. An employee shall have the right to inspect and copy material in his personnel file relating to his employment by the Library. Any such inspection or copying by the employee must be made at a time

mutually convenient to him and the Human Resource Director. He shall not have the right to inspect or copy material in his file which is in the nature of a pre-employment inquiry, recommendation or report.

SECTION 3. The Library recognizes the right of an employee to appeal disciplinary action through the Grievance Procedure provided for in this Agreement, including the reasonableness of work rules involved.

SECTION 4. In the case of a discharge or suspension, the Library will recognize a grievance timely initiated by the Union where it can be shown that the employee affected was unable to file a grievance within the time limits provided herein because of incapacitation.

Any grievance relating to a discharge, suspension, or other disciplinary action must be filed by the close of the thirtieth (30th) working day (exclusive of Saturday, Sunday, or holiday) following the working day on which such discharge, suspension, or other disciplinary action occurred or the grievance shall automatically be disallowed. Such grievance shall be placed at Step 2 of the Grievance Procedure and a Union business agent shall be present at such step. If, as a result of the processing under the Grievance Procedure, the disciplined employee is found to have been justly dealt with, then the action shall be final; if it is found that the employee was unjustly suspended or discharged he shall be reinstated to his former status as of the date of such disciplinary action, and unless otherwise agreed to, paid for all time lost less any unemployment compensation benefits received by him during such absence which he is not obligated to repay.

If the discharge or suspension of employment is appealed to an Arbitrator under the provisions of Article 6., the Arbitrator shall have authority to modify the degree of discipline imposed by the Library.

ARTICLE 14

RESIGNATION-TERMINATION

SECTION 1. An employee shall give two (2) weeks advanced notice in writing to the Human Resource Director of his resignation unless he is unable to do so because of a bona fide emergency. It is understood that the two (2) weeks does not include any accrued vacation unless it was previously scheduled. An employee who fails to give notice as described above will forfeit his termination benefits.

ARTICLE 15

WAGES

SECTION 1. At the beginning of the pay period in which May 1st falls, the Library shall pay all employees in accordance with the Wage Structure attached hereto as Appendix A and made a part hereof.

SECTION 2. Minimum Rates. It is agreed by and between the Union and the Library that the rates specified within the terms of this Agreement are regarded as minimum rates.

SECTION 3. When an employee is temporarily assigned or requested to perform the duties and actually does perform the duties of another classification, for a period of one hour or more, he shall be paid according to the percentage difference between the grades in respect to the job to which he has been assigned. This percentage difference between the grades shall be added to his current pay rate.

Assignments to a higher classification are to be made under the following conditions:

1. Where the absence is for a block of forty (40) hours or more.

2. When an unscheduled absence is less than forty (40) hours, it is with the Supervisor's discretion.
3. In making a temporary assignment to a higher classification, the Supervisor should consider the most qualified employee that fulfills the essential knowledge, skills and abilities as defined by the specific job description.
4. Floaters are eligible to be assigned after working two (2) complete consecutive pay periods in the same department where the absence occurs.

ARTICLE 16

OVERTIME AND EXTRA HOURS

SECTION 1. Employees shall be paid one and one-half (1 & 1/2) times their regular straight-time rate of pay for all time authorized by the Library which is worked in excess of eight (8) hours in any one workday (except for purposes of Article 19, Section 1. B.), or in excess of forty (40) hours in any one workweek, provided, however, that overtime payments shall not be duplicated for the same hours worked.

SECTION 2. For purposes of computing overtime, overtime pay shall be paid only for time actually worked by the employee.

SECTION 3. The Library shall, insofar as may be practicable, make an equal distribution of overtime and/or extra hours on a rotating basis among qualified employees in the following manner:

1. The Library will rotate the schedule of hours available to part-time employees within each Unit in descending order by bargaining unit seniority, starting with the most senior employee. Any available hours beyond the specified pattern within each Unit will be offered on a rotating basis to qualified part time employees outside the unit that have indicated a willingness to accept extra hours.
2. When overtime hours are authorized, they will first be offered on a rotating seniority basis to both full-time and part-time employees within the Unit where the need occurred. If no employees are available from the Unit, the hours will be offered next to employees scheduled to work at the Unit involved on the day the emergency has occurred. As a last resort, overtime hours will be offered in rotating seniority order to qualified employees who have placed their names on a system wide overtime list.
3. The Employer shall only use substitutes as a last resort.

ARTICLE 17

INSURANCE BENEFITS

SECTION 1. An insurance program providing hospitalization benefits, surgical benefits and major/medical benefits for the employees which is more fully described in the insurance booklet, copies of which will be given to each employee, shall be continued. The Library will offer employees, except for Shelvees, either the PPO options, a plan tied to a Health Savings Account (HSA) (if applicable) or comparable plans.

Payroll deductions for insurance premiums will be made at the time of the first two paychecks in the month as opposed to a single payroll deduction.

FOR BOTH 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 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 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 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.

Enrollees in the plan tied to the Health Savings Account (HSA) will have deposited to their HSA account an amount equal to sixty five percent (65%) of the difference in the plan premium tied to HSA paid by the Library and the premium paid by the Library for the PPO PLAN (or nearest equivalent) not to exceed \$2,500.00 for family coverage, or \$1,000.00 for single coverage with seventy-five percent (75%) transferred to HSA account in January and twenty-five percent (25%) transferred in June

	<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>Family Monthly Total Premium - PPO PLAN</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			

SECTION 2. 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 except for Shelves.

SECTION 3. 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 except for Shelves.

SECTION 4. 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

MISCELLANEOUS BENEFITS

SECTION 1. Jury Duty Pay. An employee who is called for jury service shall be excused from work for the days on which he serves, and he shall receive for each such day of jury service on which he otherwise would have worked the difference between the payment he receives for such jury service and the amount calculated by the Library in accordance with the following formula:

Such jury duty pay shall be based on the number of days the employee would have worked had he not been performing such jury service (plus any holiday in such period which he would not have worked) and the pay for each such day shall be that amount he would have received if he had worked.

In the case of part-time employees covered by this agreement, jury duty pay shall be based on the average number of hours for which the employee received pay per week the preceding calendar year.

The employee will present proof that he did serve and the amount of pay, if any, received therefore.

SECTION 2. Call-Back Pay. Any employee who has finished his regular shift shall not be called back to work within the same workday unless he is given at least four (4) hours of work at his applicable rate or is paid for four (4) hours at his applicable rate.

SECTION 3. Library Closings. If the Library is closed for any reason by order of the Library Director or the Library Board, all employees shall receive the pay they would have received for all hours which they were scheduled but did not work due to such closing.

SECTION 4. Reporting Pay. An employee who is scheduled or notified to report and who does report for work shall be provided with, and assigned to, a minimum of four (4) hours of work in his regular classification, or if such work is not available, he shall be assigned to other work for which he is physically qualified at no loss in pay, and if such other work receives a higher rate of pay, he shall receive such higher rate. If no work is available, he shall be released from duty and be given reporting pay equal to four (4) hours' pay.

The provisions of this Reporting pay section shall not apply in the event that:

- (a) Strikes, work stoppages in connection with labor disputes, failure of utilities beyond the control of the Library, or acts of God interfere with work being provided; or
- (b) An employee, at his own request or due to his own fault, is not put to work or is laid off after having been put to work; or
- (c) An employee refuses to accept an assignment or reassignment within the first four (4) hours as provided in this Section; or
- (d) The Library gives notice not to report to the person answering the phone at the number given by the employee to his supervisor for that purpose or has otherwise so notified the employee not less than two (2) hours before his scheduled starting time.

SECTION 5. Sick Leave. After a full-time employee has been employed for one complete pay period, he shall be entitled to sick leave with pay for bona fide personal illness or injury. Such pay shall

be accrued at the rate of three and one-half (3.50) hours for each two-week pay period (91.00 hours per year) up to a maximum accumulation of 1000 hours. Part-time employees will accumulate sick leave benefits at the rate of one and three-quarter (1.75) hours for each two-week pay period (45.50 hours per year), up to a maximum accumulation of 500 hours. A part-time employee who averages 32.00 hours per week not to include paid sick hours in a calendar year is entitled to 16 hours bonus of sick time. The bonus is credited to the employee in the pay period that includes March 1st.

- (a) Pay for sick leave shall be paid for each hour absent due to bona fide illness or injury, without regard to whether such absence is less than or more than one (1) full day.
- (b) 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. 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 must be approved in advance by the Library in order to work together with the Library's scheduling needs. 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, they must provide the Human Resource department with an alternate address and phone number where they can be reached.
- (c) A total of not more than forty (40) hours of accrued sick time during any calendar year may be used for an employee's non-emergency medical and dental appointments or for illness or appointments of the employee's parent, child, spouse, brother, sister, grandparent, grandchild, or a person residing in the employee's household. This allowance may also be used to cover days needed for death of one of the employee's family listed in this section. (See also Article 18 section 9). Such allowance does not accrue from year to year. Employee's may also use other available paid leave benefits for illness or appointments. Hours used for non-emergency medical/dental appointments must be approved in advance by the Supervisor in order to work together with the Library's scheduling needs.
- (d) Employees may trade schedules during a work week to accommodate medical and dental appointments and shall notify their Supervisors and the Administrative Office of such changes.
- (e) Full-Time and part-time employees, who at the time of termination of employment have worked for the Library in at least 15 consecutive calendar years, will be entitled to receive payment for twenty percent (20%) of the unused sick leave accumulated at the time of such termination. Such payments shall be made at the time of termination and shall be based upon the employee's hourly rate of pay then in effect.
- (f.) 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.
- (b) The Library may require a physician's statement justifying the use of sick leave on the day before or after a holiday.

- (c) 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 6. Benefits for Part-time Employees. Where applicable, the pro rata formula for determining benefits which part-time employees may earn or accumulate under the provisions of this Agreement will be total hours worked by the employee as they are related to 2080 hours per year, except that seniority for part-time employees will accrue at a rate of one month of seniority for each 173 hours worked. With the exception of the calculation for time earned for vacations, all benefits will be calculated on the basis of total hours worked by the employee in the current year to date as related to 2080 hours per year. A part-time employee must work a minimum of 500 hours in any one calendar year to be entitled to any pro rata benefits except as provided for in Article 9.

SECTION 7. Safety and Health.

- a.) First aid kits will be supplied by the Library for each location. The Library shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Library. Proper heating and ventilating systems shall be installed where needed. Employees are limited to making repairs on equipment carrying 110 volts single phase. All else shall be contracted. Non-maintenance employees will not be required to perform repairs on electrical equipment.
- b.) 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 Labor Management Committee.

SECTION 8. Effective August 1, 1993, the Library will be smoke free throughout, in public as well as non-public areas. Employees wishing to smoke may leave the building during regular rest breaks to do so, but may not leave library grounds.

SECTION 9. Funeral Pay. A full-time employee shall be granted three (3) scheduled days off with pay from his regularly scheduled work time in order to attend the funeral of his immediate family. "Immediate family" is defined to mean grandparents, parents, step-parents, spouse, lineal descendants (by blood or adoption), parents-in-law, step children, brothers and sisters (including in-laws), and sons-in-laws, and daughters-in-laws. In-laws in an employee's immediate family apply only to the employee's current in-laws. Such funeral leave may be taken prior to or subsequent to the day of the funeral and may be taken in the pay period in which the death occurs and/or in the pay period which follows the death, but will be allowed only in cases where an employee actually attends the funeral except for good cause shown. These days may be taken off in half-day increments. One (1) additional day shall be granted with pay by the supervisor for a funeral occurring more than one hundred (100) miles from the employee's home, and one (1) additional day shall be granted with pay by the supervisor for a funeral occurring more than two hundred (200) miles from the employee's home, but will be allowed only when the employee actually attends the funeral. All such days off will be paid at the rate the employee would have received if he had worked. It should be noted that the mileage provision shall be granted only once per occurrence under this section.

A part-time employee scheduled to work on the day of the funeral of a member of his immediate family as defined above, or on the calendar day prior to or subsequent to the day of the funeral of the immediate family member, shall be granted any or all of these days off with pay, if they are scheduled work days.

Once during the course of employment, an 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.

Sick time as described in Article 18. Section 5. c. may be used for days not covered in this period of time for relationships specified in this section, which are “employee’s parent, child, spouse, brother, sister, grandparent, grandchild, or a person residing in the employee’s household”. Vacation time may also be used for days not covered in this period of time.

SECTION 10. Subpoena Fee. When employees are called as witnesses to testify in the Library's behalf or subpoenaed to testify as witnesses with respect to matters relating to their employment at the Library, they shall be paid at their appropriate rate for all time lost from scheduled work less the payment they receive as witnesses. No employee shall receive a subpoena fee under this Section if he testifies as a witness against the Library.

SECTION 11. Public Employees Retirement System. Employee's membership in the Ohio Public Employees Retirement System shall be governed by the regulations of that System.

The employer agrees pursuant to federal and Ohio laws to continue the policy to defer the federal and state income taxes on the portion of their salaries of the statutorily required employee contributions to the Ohio Public Employees Retirement System. The employees' contribution share will continue to be paid by the employees.

SECTION 12. Car Use. Anyone who drives his own car on Library business shall be reimbursed at the Federal IRS rate in effect on January 1st each 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.

SECTION 13. Past Practices. Regularly followed past practices and policies pertaining to the terms and conditions of work may not be changed without agreement of the Union, except where superseded by this Agreement.

SECTION 14. Copies of Agreement. The Library will furnish the necessary equipment and personnel to make copies of this collective bargaining agreement for employees who are members of the Union. The Union will provide the paper and other necessary material for these copies. Copies of the contract will be available in all agencies of the Library for use. The Chief Delegate will notify Human Resources as to the exact number of copies needed for the Union Office.

SECTION 15. Job descriptions will be available on the staff area of the website.

ARTICLE 19

WORKWEEK AND HOURS

SECTION 1. A. Except as otherwise provided for in this Agreement, the normal workweek for all full-time employees covered by this Agreement shall be forty (40) hours worked in five (5) eight (8) hour days, exclusive of time allotted for meals, during the period starting 12:01 a.m. Sunday to midnight Saturday. The normal workweek for Flexible full-time employees shall be forty (40) hours worked; these hours may be worked in six (6) days with variable daily hours. The Library reserves the right to designate and/or change the starting time of all shifts.

B. Where feasible and special projects are needed, a schedule of four (4) ten (10) hour days will be offered to maintenance employees beginning with the most senior volunteer who is qualified to do the special project, to be paid at straight time. Such shifts shall be offered on a rotating basis to maintenance employees qualified to do projects as they arise.

C. On a case by case basis, maintenance employees may switch shifts with other maintenance employees of equal classification regardless of shift time if the work on the shift can progress at the same rate without interruption.

D. Flexible full-time employees may be scheduled for a workday exceeding 8 hours but no more than 10 hours. These hours will all be paid at straight time.

SECTION 2. A. All maintenance employees who work an eight (8) hour shift shall be allowed thirty (30) minute unpaid meal period. The unpaid meal period is scheduled in addition to an employee's regular working hours. All employees who work ten (10) hour shifts shall be allowed a forty-five (45) minute paid meal period and two (2) paid fifteen (15) minute breaks.

B. All non-maintenance employees who work an eight (8) hour shift may be allowed up to a sixty (60) minute unpaid meal period, according to the requirements of the department or agency at which they are assigned. The unpaid meal period is scheduled in addition to an employee's regular working hours.

C. Shift Differential.

1. Employees who start a regular work shift prior to 8:00 a.m. and work a full shift receive a thirty (30) minute paid lunch period during such full shift.
2. Any employee who works a scheduled eight (8) hour day starting at 11:00 a.m. or later shall receive a forty-five (45) minute paid meal period. Any employee with the exception of a Flexible full-time employee who works a split day shall receive a forty-five (45) minute paid meal period. Such meal period shall be forfeited if the employee is more than one hour and fifteen minutes tardy in arriving at work. A paid meal period does not apply to a Flexible full-time employee working a split day. Other than a Flexible full-time employee, the Library agrees that no employee will be required to work a split shift unless there is a mutual agreement to work such split shift between the employee and his supervisor.
3. Hours worked in excess of eight (8) hours per day for the purposes of staff meetings, special events, staff development or training shall be taken as compensatory time at the regular rate of pay. On such occasions, employees starting work prior to 8:00 a.m. will not receive a paid lunch period. Compensatory time shall be taken within the pay period in which it was earned or carried over to the next period if necessary. Overtime may be offered only at the Library's discretion.

D. Any full time or part-time employee assigned to work alone at a Popular Reading Center for eight (8) hours ending at 6:00 p.m. shall receive a thirty (30) minute paid meal period

E. When a scheduling emergency occurs and staffing hours are needed, the library will first follow provisions for extra hours and overtime as set forth in Article 16. Overtime and Extra Hours. If qualified employees are not available to be called in, volunteers will be sought from those qualified employees already at work, or scheduled to report to work, at a location judged by an administrator to be able to provide help. Such volunteers will be asked to relocate for the workday to the location where help is needed. If no volunteers come forward, the least senior qualified employee at a location judged by an administrator to be able to provide help will mandatorily be rescheduled to the understaffed location for the remainder of the workday.

SECTION 3. Schedules of the employees' workweek shall be posted in their departments no later than Thursday morning for the following week. Deviations from the posted schedule may be made in order to meet the operational needs or changes of the Library. However, the Library shall give the employees and their delegates notice of any changes as far in advance as circumstances reasonably allow. Employees shall share in normal schedules in their respective agencies and shall generally rotate tasks within their agencies. Within each department, branch, unit or popular reading center, Saturdays are to be scheduled on a fair and equitable rotating basis, even for employees working ten (10) hour shifts. Such rotation is to be done quarterly and reconciled by the end of each calendar year, with the rotations beginning anew each January 1st. (See also Article 12, Section 2)

SECTION 4. All employees who work more than four (4) hours shall be granted two (2) fifteen (15) minute paid rest periods each workday provided, however, employees working an eight (8) hour day and who start to work at 11:00 a.m. or later shall receive only one fifteen (15) minute paid rest period during each workday which shall be scheduled before the lunch period. All employees who work four (4) hours or less during the regular workweek or four and one-fourth (4 1/4) hours or less on Sunday shall be granted one (1) fifteen (15) minute paid rest period for each workday. The rest periods provided for herein shall not occur at the beginning or end of the day nor shall they be tacked on to a lunch period.

SECTION 5. Any employee, with the exception of a Flexible full-time employee, who works a split shift at the direction of the Library shall receive the mileage allowance for the distance traveled from work and back to work between the work periods of the split shift. A Flexible full-time employee working a split shift does not qualify for mileage reimbursement.

SECTION 6. Employees shall be paid every two weeks. Payroll will be done via electronic transmission through direct deposit to the financial institution of the employee's choice.

SECTION 7. Employees shall report to work on time, which is defined as an employee being at his workstation at the start of his shift.

It is understood that no employee will have his pay docked nor be required to make up the time if he is tardy for less than eight (8) minutes. This is not to be construed as implied permission to be tardy. Absences or tardiness of eight (8) or more minutes must be made up, and repeated or excessive absenteeism or tardiness of any length may subject the employee to discipline.

SECTION 8. Make-up Time.

Work time may be made up by the employee and scheduled by the Supervisor. Generally, make-up time will be used to deal with temporary incidents beyond the employee's control.

1. The following circumstances apply in the use of make-up time.

- Must be one (1) hour or less
- Shall be used for tardiness
- Must receive Supervisor approval
- Cannot disrupt normal library services or hours
- Does not involve scheduling extra hours
- Can be used for weather conditions
- May be used without first exhausting vacation and floating holidays
- Can be made up on lunch or at the end of work day if possible

2. Time shall be made up in the time 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 the time was lost. If time is not made up within those two pay periods, a deduction of not less than one (1) hour shall be taken from unused vacation time.

3. Hours worked in excess of eight (8) hours due to make-up of time shall be paid at regular straight-time rate of pay. The overtime premium for work in excess of eight (8) hours as required in Article 16, Section 1 of this Agreement shall not apply to make-up time.

SECTION 9. The Joint Library/Union Committee shall be the forum for discussions regarding change in workload. If there is a need to address a specific issue prior to such meetings, such issue shall be brought to the attention of the Manager of Public Service Operations or designee.

SECTION 10. Flex-time.

- A. Personal Flex-Time. An employee may request to adjust his/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 cooperation of co-workers 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.
- B. Educational Flex-time. An employee may request to adjust his/her schedule to take advantage of educational opportunities that cover an extended period of time. Such educational opportunities should enhance performance.

Educational flex-time may be granted for the following:

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

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 be considered. Cooperation of co-workers in covering scheduling needs is especially important. Employees must be aware of possible conflicts that 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.

ARTICLE 20

SENIORITY

SECTION 1. Seniority is a factor in determining the right of an employee to continue in the employment of the Library and to exercise job rights under the terms and conditions of this Agreement. An employee shall have "bargaining unit seniority" as hereinafter defined.

SECTION 2. Bargaining unit seniority is defined as the length of time an employee has been continuously employed by the Library. An employee shall have no seniority during his probationary period, but upon successful completion of his probationary period, seniority shall be retroactive to the last date of hire. Bargaining unit seniority shall be used where applicable for purposes of transfers,

promotions, demotions, layoffs and recalls, shift preference in the maintenance department as provided in Section 10 of this Article, and where otherwise applicable. (See also Article 20, Section 8 for how seniority is calculated)

SECTION 3. Seniority shall be broken when an employee:

- (a) Quits;
- (b) Is discharged for cause;
- (c) Exceeds an approved leave of absence;
- (d) Is absent for three (3) consecutive working days without notifying the Library, unless proper excuse is shown;
- (e) Fails to report to work within five (5) working days after being notified by certified mail and regular mail to do so, unless proper excuse is shown;
- (f) Is laid off due to lack of work or is absent due to illness or accident for a period of twelve (12) consecutive months, except in the case of industrial injuries or illness.

SECTION 4. A. When vacancies occur, or new jobs are created, the Library shall post a notice of the opening or openings stating the job classification, a brief description of the work to be performed, the qualifications required to perform the job, the rate of pay, and the time bidding will be closed. Such notice shall remain posted for seven (7) consecutive calendar days. Interest in the position shall be sent electronically to the Human Resources department within ten (10) days after the initial posting of the opening.

B. All bids submitted in the said time limits will be reviewed by the Library and its decision shall be made and posted within five (5) working days on the basis of seniority, skill, ability, experience and knowledge. Seniority is NOT the sole factor the Library will consider. An employee who has been awarded a job bid will have twenty-four (24) hours after being notified of the award to accept the bid. If two (2) or more employees are substantially equal, seniority shall govern. When a junior applicant is awarded the job, the more senior applicant or applicants will be advised by the Library as to why they were passed over. If there are no bids or none of the bidders are qualified for the job, the Library shall fill the job by assigning a temporary or unassigned employee or a qualified probationary employee or hiring a new employee. However, if the job requires training, the Library will undertake to provide such training to an otherwise qualified bidder rather than train a new hire.

C. 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 him within the three (3) week period, he shall receive the higher rate of pay at the end of such three (3) weeks and be transferred as soon thereafter as is practicable.

D. If the employee awarded the job under this procedure is unable to perform satisfactorily the duties of the new job within a period of ten (10) days worked, he shall be returned to the job from which he came and those who followed in his advance shall also be sent back to their former jobs to the extent necessary. In this case the employee will not be considered as a successful bidder.

This procedure will also apply if the employee elects to return to his former job before the ten (10) days worked have expired. If such employee has performed the new job for a period of more than ten (10) days worked and he cannot satisfactorily perform the duties of the new job, he will be returned to the job from which he came if it is available. If such job is not available, he will be placed upon a job comparable to his old job, if one is available. If no such comparable job is available, he will be placed upon a vacant job that then exists in the Library, which he has the ability to perform. If there is no such

vacant job, he shall then replace the person employed in the Library in the bargaining unit with the lowest seniority or rather than exercise such bumping rights, he may elect to go on layoff. If he elects to go on a layoff, he must return to work at the first job opening which occurs for a job which he has the ability to perform.

E. An employee who was not returned to his former position under the provisions of paragraph D hereof shall have a preferred status for bidding on such position when it next becomes vacant. Such preferred status shall exist for only one opportunity and if the employee elects not to exercise it, it shall be lost.

F. Time Limits on Bidding. An employee who has successfully bid to another job shall not be eligible to bid on another job for a period of six (6) months from the date he commenced work on the job on such other bid, unless the second bid is for a position in a higher classification. For purpose of clarification a bid from part-time to full-time is considered a higher classification. A successful bid is defined as: (1) The employee has been awarded the job and the employee has accepted the job; (2) the employee commenced work on said job; (3) the employee has commenced work but elected to return to his former job.

G. For purposes of this Section, a vacancy is defined as a job opening where the Library has increased the number of regular jobs available in a particular job classification or where an opening occurs in an existing job as the result of a promotion, transfer, quit, discharge, or other termination of employment and the Library has declared the same to be a vacancy.

SECTION 5. An employee placed temporarily to another job in the course of a layoff or recall shall receive the established rate of pay for that job.

SECTION 6. Layoffs and Displacements. When a layoff or displacement becomes necessary, temporary employees will be laid off first. Next the Library will offer employees the opportunity for voluntary layoff. If thereafter a further layoff or displacement is required, layoffs or displacements shall be in the inverse order of an employee's seniority provided the remaining employees have the ability to perform the work.

A. The following terms have the meanings indicated for the purpose of this section.

1. "Layoff" means the cessation of active employment of an employee.
2. "Bumping" is the ability of one staff member with greater seniority to displace another staff member with less seniority in an equal or lower position.
3. "Equal or lower position" is determined by the beginning hourly rate assigned. A position with a higher beginning hourly rate is higher than a position with a lower hourly rate. Positions with equal beginning hourly rates are equal as used in this section.
4. "Displacement" is an employee's loss of position from a specific agency or department or an employee's involuntary reduction of regularly scheduled hours in specific agency or department by more than thirty-two (32) hours in a four (4) week period. Hours reduced due to seasonal variations in scheduling patterns, and volunteered hours worked beyond the established staffing pattern (categorized as "extra hours"), will not be used to determine involuntary reduction.
5. Seniority" means Library seniority.

- B. If the Library intends to displace or layoff any employee, the following procedure will be followed:
1. Employees faced with layoff or displacement may bump those in equal or lower positions provided they have more seniority and the ability to perform the work. Employees may not bump those in lower grades who have more seniority.
 2. An employee who has been promoted to a higher grade and is still in the trial period shall be deemed the least senior employee in that job classification and has no bumping rights in that position. However, that employee retains her seniority rights in her former position.
 3. An employee who bumps into a position will be considered on a trial period, as defined in Section 4. D. of this Article.
 4. A part-time position will not automatically become full-time because a full-time employee bumps into it. Similarly, a full-time position does not become part-time if a part-time employee bumps into it. A part-time employee may not bump a full-time employee unless no part-time positions exist into which that part-time employee may bump, and a full-time position does exist. In that case, the employee must agree to become full-time or else will be laid off. A full-time employee able to bump into a part-time position may elect layoff instead.
 5. Any employee compelled to bump into a lower grade will retain her wage rate and any across-the-board increases during the term of the agreement. However, in order to retain her wage rate, she is required to bid on a position in her former grade, if one should become available. If she fails to do so, she will receive the wage rate for her current classification in accordance with the downward movement as described on the wage scale (See Appendix A – downward movement).
- C. If an employee is transferred to another department, branch or popular reading center because of a layoff or displacement under the provisions of this Section 6., and an opening occurs in her original department, branch or popular reading center, such employee will have a preferred right to such opening over other employees of the Library who may have more seniority than such employee. If more than one employee in the same classification and the same department, branch or popular reading center 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 6. C., the most senior employee is the employee with the most Library seniority at the time the opening occurs. Such employee may exercise such preferred right at the first opportunity which exists and if she chooses not to exercise such right, it shall be forfeited.
- D. After displacement, an employee shall have a preferential right to the exact position and location that she was displaced from when such position becomes available in the future. This means that an employee displaced from a full-time position will not have a preferential right to the **first** available full-time position, unless it is the exact position and location from which she was displaced. That employee must go through the normal bidding process.
- E. The Library will provide the Union and the employee(s) affected with at least thirty (30) days notice, in writing, of any intended layoffs except if the layoffs are due to circumstances beyond the control of the Library, such as, but not limited to, equipment breakdowns, accidents, and natural phenomena. When employees are displaced, the Library shall make every reasonable effort to give not less than fourteen (14) calendar days notice before the displacement occurs. These notice periods shall not apply if the layoffs or displacements are due to the exercise of bumping rights as described above. If the layoff or displacement would involve more than three (3) persons within a thirty (30) day period,

the Library will meet with Union representatives to discuss how the layoff or displacement will be implemented.

SECTION 7. Recalls from a layoff shall be according to seniority. All employees transferred to other positions as a result of layoffs shall have a preferred right to return to their original positions. Employees being recalled to work after layoff shall be notified by the Library by mail sent to each employee's last known address, and shall have five (5) days, exclusive of Sundays and Holidays, from the date of receipt of such mailing within which to report to work. An employee's seniority shall be terminated if he fails to report to work within the said period unless proper excuse is shown. It shall be the responsibility of each employee to keep the Library informed of his current correct address and telephone number, if any. Laid off employees, both voluntary and involuntary, shall be placed on a recall list for up to twelve (12) months from the effective date of the layoff. After twelve (12) months, the individual is no longer employed by the Library.

SECTION 8. The Library shall post in each department, branch, and popular reading center a copy of the Seniority list showing bargaining unit seniority for each classification of each employee in such department, branch, or popular reading center, 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 15, showing the seniority of bargaining unit employees as of December 31 of the preceding year. Where an employee works both full time and part time during a calendar year, seniority will be calculated as follows: (a) seniority for full-time service will accrue at the rate of one month of seniority for each month of service; and (b) seniority for part-time service will accrue at the rate of one month of seniority for each 173 hours compensated. In determining seniority for part-time employees, hours not credited during one year will be carried over to the next. When two (2) or more persons have the same date of hire, seniority shall be determined by the employee's interview date. (See also Article 12. Section 7., regarding seniority and leaves of absence).

SECTION 9. The Library, except in the case of emergency, will neither temporarily or permanently fill a bargaining unit job with a non-bargaining unit employee. Nor will the Library, except in case of emergency, temporarily or permanently fill a non-bargaining unit job with a bargaining unit employee. The Library may temporarily transfer employees from one job classification or shift to another as long as such transfer is not discriminatory. A temporary transfer shall not exceed thirty (30) working days except to fill a vacancy caused by an employee being on sick or approved leave of absence, or to provide vacation relief scheduling, or to fill an opening temporarily pending permanent filling of such opening in accordance with Section 4. of this Article. If the Library temporarily transfers an employee to another job classification, he shall receive the rate of pay at such other classification or at his regular rate of pay, whichever is higher.

SECTION 10. An employee regularly assigned to the Maintenance Department may exercise his seniority for the purpose of shift preference:

- (1) If a shift is eliminated; or
- (2) If a shift vacancy occurs.

If the number of employees assigned to a shift is reduced, it shall be done on a seniority basis and those employees reduced will bid to available shift openings based on their seniority.

SECTION 11. If a new job is established which is not classified, the appropriate job classification and the corresponding regular rate for such job shall be determined by the Library.

Before putting such rate and/or job classification into effect, the Library will promptly notify the Union in writing, but once this is done the Library may put the rate and/or job classification into effect without any further delay. If there are any objections to the rate and/or job classification that has been assigned, the Library upon request will negotiate the matter with the Union. In the event the parties cannot agree upon the proper job classification and/or rate, the matter may be referred to the Grievance Procedure outlined in this Agreement, but such grievance shall enter the first step of the Grievance Procedure. If it is determined that an adjustment shall be made in a rate established or changed under the provisions of this Section, the adjustment shall be retroactive to the date when the rate or change first became effective, provided that pending the final decision of any dispute relating to a new rate or a change in an existing rate, the employee or employees affected undertake in good faith to achieve as high a degree of performance as is reasonably possible.

SECTION 12. If a substantial change is made in the job content or work load of one of the classifications covered by this Agreement, the following procedures shall apply: Should either party contend that such change is substantial enough to affect the wage rate of that classification, it shall inform the other party in writing of such a contention. The Library and the Union shall meet as soon as possible to discuss this contention. If the parties cannot agree as to whether a substantial change in the job content or work load has occurred or as to the wage rates to be paid, then it may be referred by either party to an impartial arbitrator for disposition. The arbitrator shall be selected in accordance with the provisions in Section 4., Article 6., of this Agreement. The arbitrator shall determine whether such a substantial change has occurred and/or set the wage rate thereof. The decision of the arbitrator shall be final and binding upon the Library, the Union, and the employees for the duration of the Agreement. Any new wage rates so established shall be retroactive to the date the grievance was filed in the event that the wage rates set by the arbitrator are higher than those initially established by the Library, provided that pending final disposition of any dispute relating to a new rate or a change in an existing rate, the employee or employees affected undertake in good faith to achieve as high a degree of performance as is reasonably possible.

ARTICLE 21

SUPERVISION

SECTION 1. Work customarily performed by employees within the bargaining unit shall not be performed by supervisors or other personnel not included within the bargaining unit except for the purposes of instructing or demonstrating proper methods and procedures or performing work operations, or in the event of an emergency, or where assistance is necessary to restore and/or maintain normal operations if and as long as sufficient employees are not reasonably available.

SECTION 2. The Library shall furnish the Union a written list of all supervisors for the employees covered by this Agreement, and shall keep the Union informed in writing of any changes in the list. This list shall include the branch, department, or popular reading center to which each supervisor is assigned.

ARTICLE 22

JOB EVALUATION

SECTION 1. If the Library conducts a job performance evaluation of an employee, the employee will receive a copy of such evaluation and will be required to sign a copy of the same attesting to its receipt. The employee may, at his option, make written comments on the evaluation which comments will be placed in his personnel file with the evaluation. Any negative evaluation made by a supervisor must have a basis in fact. An employee may, if he elects, have his evaluation reviewed by a supervisor with greater authority than the supervisor making the evaluation. If there is an error in the evaluation, such error shall

be corrected. If the employee is still not satisfied after the review by the higher supervisor, such employee may have his evaluation reviewed by the Joint Library/Union Committee.

ARTICLE 23

ALTERATIONS OF AGREEMENT AND WAIVER

SECTION 1. Except as provided for in Article 23. hereof, no agreement, alteration, variation, waiver, or modification of any of the terms or conditions contained herein in this Agreement shall be made by an employee or group of employees with the Library, and no amendment or revision of any of the terms or conditions contained herein in this Agreement shall be binding upon the parties unless executed in writing by the parties hereto.

SECTION 2. The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 3. The Library and the Union acknowledge that this Agreement, together with any letters of understanding, embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement.

SECTION 4. Any provisions of this Agreement which may be in violation of state or federal acts, statutes, regulations, or order, or revisions thereof, now effective or which may become effective during the term of this Agreement, shall be considered void. In the event that any such provision is thus void, the balance of the Agreement and its provisions shall remain in effect for the term of this Agreement.

ARTICLE 24

JOINT LIBRARY/UNION COMMITTEE

SECTION 1. There shall be a Joint Library/Union Committee of not more than six persons composed of an equal number of Library and Union representatives not including an optional recorder. The purpose of this Committee is to meet and confer on matters of mutual interest and to work toward harmonious employee relations and efficient Library operations. Meetings may be held at the call of either the Library or the Union representatives and shall be held at a time mutually agreeable to the committee members.

ARTICLE 25

VOLUNTEERS/TEEN COMMITTEE

SECTION 1. 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 replacement of a bargaining unit position.

SECTION 2. 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 26

SHELVERS

Shelvers work a maximum of 16 hours per week. In lieu of insurance benefits and benefits for paid time off, a Shelver's pay is higher than minimum wage. The Library will work with Shelvers to allow unpaid time off to accommodate personal needs. When vacancies occur, job-bidding preferences will be as follows:

1. non-Shelvers bargaining unit employees
2. Shelvers
3. external applicants

At such time that a Shelver transfers to a clerk position, a new 45 day probationary period will commence, as outlined in Article 10, Section 1. The 10 day period following transfer will also be applicable, as outlined in Article 20, Section 4D. Seniority will be computed from the date of hire as a Shelver.

ARTICLE 27

DURATION

SECTION 1. This Agreement effective May 1, 2013 shall continue in full force and effect without change until midnight, April 30, 2016. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to midnight of April 30, 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 April 30, 2016 subject to termination or amendment by either party on at least ninety (90) days written notice prior to midnight of April 30, of any subsequent year.

SECTION 2. The negotiating team for this contract consisted of:

Service Employees International
Union District 1199 CMT

Public Library of Youngstown &
Mahoning County

Peggy Torzewski
Rochele Bowers
Cathy Ciccone
Marian Carrabbia
Helene Higgins
Nancy Logero
Rose Mejia
Maryjane Tabor

Heidi Daniel
Ruth Bradshaw
Janet Loew
Deborah McCullough
Susan Merriman
Josephine Nolfi
Gary Simon
Diane Vicarel

IN WITNESS WHEREOF, the parties have executed and exchanged copies of this Agreement effective as of the 1st day of May 2013.

By B. Loo:

Clerical/Maintenance/Technical Service
Employees International Union District
1199, WV/KY/OH, The Health Care and
Social Service Union, CTW, CLC

By Heidi Daniel
Public Library of Youngstown and Mahoning County

APPENDIX A - WAGE SCALE

Salary Scale for May 1, 2013 to April 30, 2016
 Percentage adjustment from 2009 scale 3.00% **
 Scale range from minimum to maximum 21.00%

<u>Titles</u>	<u>Entry</u>	<u>Minimum</u>	<u>Maximum</u>
Shelver	8.42 (Includes payment in lieu of benefits)		
Clerk App 1	10.92 (automatically moves to Clerk App 2 after six months)		
Clerk App 2	11.14 (automatically moves to Clerk 1 after six months)		
Clerk 1	11.37	13.76	
Clerk 1 Flexible Full-Time Differential	0.47	0.57	
Clerk 2	11.86	14.36	
Clerk 3	12.33	14.92	
Clerk 4	12.59	15.24	
Clerk 5	12.96	15.69	
Maint App 1	11.58 (automatically moves to Maintenance App 2 after six months)		
Maint App 2	11.81 (automatically moves to Maintenance after six months)		
Maintenance	12.06	14.60	
Maintenance Chief	12.58	15.23	

** The entry positions of Shelver, Clerk Apprentice 1, Clerk Apprentice 2, Maintenance Apprentice 1 and Maintenance Apprentice 2 along with the Clerk 1 and Clerk 2 minimum are 3.00% higher than the 2009 salary scale. The Clerk 3 minimum is 4.00% higher than the Clerk 2 minimum. The Clerk 4 minimum is 2.05% higher than the Clerk 3 minimum. The Clerk 5 is 2.97% higher than the Clerk 4 minimum. The Maintenance minimum is 2.13% higher than the Maintenance Apprentice 2. The Maintenance Chief minimum is 4.34% higher than the Maintenance minimum.

In year one of the contract there will be a 3.00% increase for all staff covered by the CMT agreement.

In year two of the contract all staff at the minimum level or above will receive a 2.25% percent increase over the prior year hourly rate of pay unless they fail to meet the 80% vacation rule. In year three of the contract all staff at the minimum level or above will receive a 2.25% percent increase over the prior hourly rate of pay unless they fail to meet the 80% vacation rule.

When upward or downward movement between grades occurs - the change in pay associated with the movement will be computed by using the percentage difference between the grades and either adding or subtracting the percentage difference to the existing hourly rate of pay at the time of the movement from one grade to the other. In the case of a downward move the employee will not receive less than percentage of the same seniority according to the latest December 31st seniority listing.

Longevity is payable if the percentage increases result in a rate of pay higher than the maximum of an employee's pay grade or if an employee has reached twenty-five years or more of library seniority as calculated on the most recent 12/31 seniority list. The longevity payment will be \$300 annually for full-time and \$150 annually for part-time not to be added to base salary. The longevity payment will be paid in the pay period that includes May 1st. (In the case where the percentage increase is more than the maximum - the employee will receive up to the maximum hourly rate of pay plus the longevity/off the scale payment)

APPENDIX B

LETTER OF UNDERSTANDING

SPOUSAL PROVISION

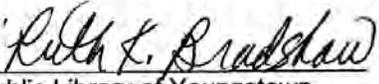
May 1, 2007

As of January 1, 2008, 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).

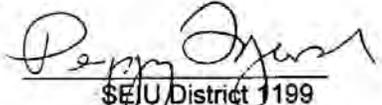
This requirement does not apply to any spouse who must pay more than 45% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

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.


Public Library of Youngstown
and Mahoning County

4-19-07


SEIU District 1199

4-19-07

APPENDIX C

Wellness Program of PLYMC

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 A₁C 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.

Peggy August - 4-16-2013
SEIU DIST 1189 Date

Ruth K. Bradshaw
Public Library of Youngstown
and Mahoning County

4/16/13
Date

APPENDIX D

(Effective May 1, 2013, the attached list is the current update of the Dec. 31, 2010 seniority list)

LETTER OF UNDERSTANDING

VACATION CHART FOR GRANDFATHERED EMPLOYEES

May 1, 2011

Employees who had three (3) years or more of seniority as of the December 31, 2010 seniority list shall be considered to be grand fathered on the vacation chart that follows:

<u>SENIORITY</u>	<u>LENGTH OF VACATION</u>
Three (3) years but less than six (6) years	3 weeks
Six (6) years but less than ten (10) years	4 weeks
Ten (10) years but less than fifteen (15) years	4 weeks 2 days
Fifteen (15) years or more	5 weeks

Ruth Bradshaw
 Public Library of Youngstown
 And Mahoning County
5-4-2011
 Date

Peggy Joyce
 SEIU District 1199
5-4-2011
 Date

SENIORITY LIST – APPENDIX D

Effective 5/1/13 Current Update of December 31, 2010 List

<u>NAME</u>	LIBRARY SENIORITY		<u>NAME</u>	LIBRARY SENIORITY	
	<u>(YEARS)</u>	<u>(MONTHS)</u>		<u>(YEARS)</u>	<u>(MONTHS)</u>
Alexi, Judith	8	6	Lambert, Donald	31	10
Allan, Lori	3	9	Lanterman, Linda	25	5
Anderson, Carole	9	4	Logero, Nancy	16	6
Basista, Karen	7	8	Ludwick, Michael	8	3
Beverly, James	13	6	Macko, Gloria	11	9
Blackburn, Joanna	9	1	Matta, Pauline	5	9
Bowers, Rochele	3	8	Mejia, Rose	15	1
Bowser, James	12	10	Merrell, Monica	9	10
Briceland, Mary Grace	5	4	Morris, Nancy	12	10
Canton, Patricia	25	8	Munroe, Karen	3	6
Carrabbia, Marian	10	2	Nagle, Barbara	22	9
Ciccone, Cathy	6	11	Parsons, Maurica	5	10
Cousin, Theresa	12	3	Perry, Neil	5	9
Cramer, Kathy	9	4	Pervetich, Patricia	19	0
Damico, Delores	21	8	Pruitt, Dorothy	37	3
Dimoff, Margaret	19	0	Roberts, Sheila	5	9
Dozier, Michelle	14	8	Rohrbaugh, Christina	9	2
Drennen, Patricia	35	2	Rubino, Diane	33	9
Etheredge, Karen	5	7	Schell, Gloria	20	2
Ferro, Janine	8	4	Senzarino, Marilyn	5	1
Fossesca, Helen	6	6	Siwec, Mary Beth	6	9
Fountain, Genice	18	10	Smith, Terrie A.	26	1
Frano, Darla	12	10	Steiner, Jennifer	19	8
Gentile, Joseph	24	6	Stredrick, Carla	8	8
Gnip, Janice	3	6	Tabor, Mary Jane	8	1
Green, Terri	3	1	Torella, Sybil	10	0
Griffin, Claudette	33	9	Valley, Arlene	15	1
Grinnen, Janet	4	5	Varady, Diane	31	1
Henry, Angie	7	7	Velazquez, Pamela	9	2
Higgins, Helene	23	3	Warren, Janice	25	10
Hvisdak, Diane	13	8	Whitaker, Joan	8	10
Joachim, Gloria	19	11	Wingard, Bonnie	5	11
Kapics, Ronald	23	1	Wolfe, Lynette	18	11
Kidd, Cecilia	5	9	Yurchekfrod, Kevin	16	1
Kreller, Jessica	4	0			

APPENDIX E-1

May 1, 2011

LETTER OF AGREEMENT

CMT DUTIES

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

CMT 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 PLAY collective bargaining agreement.

Ruth Bradshaw
Public Library of Youngstown and
Mahoning County

Peggy Fitzgerald
SEIU District 1199

5-4-11
Date

5-4-2011
Date

APPENDIX E-2

PLEASE POST & INITIAL

JOINT STATEMENT from 1199-CMT LABOR/MANAGEMENT and 1199-PLAY PROFESSIONAL RELATIONS COMMITTEES—June 13, 2012

Regarding: OVERLAP OF CLERICAL AND LIBRARIAN JOB DUTIES Resulting from discussions that took place at meetings on April 4, May 9 and May 16, 2012.

Present 4/2/2012: MP, RKB, R. Mejia, T. Singleton, (TF-recorder)

Present 5/9/2012: RKB, MP, M. Mellor, L. Kucalaba

Present 5/16/2012: CAS, MP, RKB, R. Mejia, R. Bowers, M. Carrabbia and M. Mellor, (TF-recorder)

Clerical and Librarian Job Duties: Discussion was held on the overlap of some clerical and librarian job duties as technological advancements and other outside systems continue to be utilized within the Library system. It was agreed that patron service is most important and that there are activities clerks, librarians and in some cases either one may do in order to better serve the public. It is impossible to list every task or situation that might apply, since the context of a bigger picture must be considered. However, union delegates thought it would be helpful to staff to cite a few examples. Such a list is not to be considered complete or definitive. Time constraints, availability of staff and capability of staff to do a job effectively must be considered. Some examples of overlapping tasks:

- If the task is something patrons can do for themselves, then a Clerk or Librarian may do so as well.
- Placing holds, especially for popular in-demand materials. (Clerks may place a hold on a book if the patron knows the exact title or author of item. Clerks will direct the patron to a Librarian, if the patron has a more complicated request.)
- A Librarian, on occasion, changing the status or location of an item while s/he is already in Millennium instead of a Clerk having to go back into the system to do it.
- Assisting patrons with computer tasks and problems.
- Assisting patrons with e-reader downloads and problems.
- Clerks may direct a patron to a shelving area or a specific item when they are approached by a patron in the stacks, directing the patron to a Librarian if more specific help is needed.
- Librarians may assist at the checkout desk as needed--to avoid keeping patrons waiting excessively, when a clerk is on break or meal period, or in case of staffing emergency.
- Logging computers on and off at opening and closing to achieve an excellent level of public service for patrons.

This issue has been a recurring topic at LMC and PRC meetings and during contract negotiations.

See PRC notes from 2-7-07, 6-7-07, 7-30-08, 6-30-10.

See LMC notes from 6-5-07, 5-6-08, 6-3-08, 12-1-09, 4-06-10, 11-10-10.

Both contracts contain Letters of Understanding:

“...PLAY/CMT 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....”

All agreed:

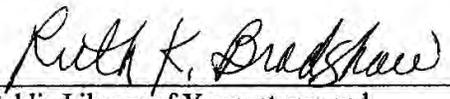
- A common sense approach is needed. Service to the patron is the key.
- The old way things have always been done may not be possible.
- Open communications and courteous conduct and a spirit of cooperation when questioning and talking to one another about job duties is vital.

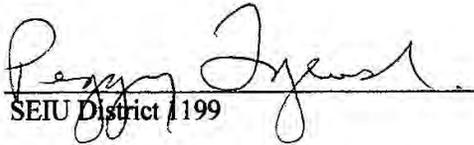
APPENDIX F
LETTER OF UNDERSTANDING
SECURITY

May 1, 2007

During IBB negotiations in 2004 between the Library and the Union, the parties addressed security issues in Library facilities. The Library Administration shares the concern of employees being required to work alone in library buildings when they are open to the public. Each location will be assessed to determine the most feasible solution and corrective action will be taken. Solutions may include, but not be limited to:

- Providing training for employees regarding handling of emergency situations, challenging patrons, etc.;
- Adding video surveillance;
- Hiring a security firm to evaluate library buildings for staff and patron safety and to make recommendations for improvement;
- Installing door-activated signals that indicate when patrons enter the building;
- At the employees' option, providing a bell on the circulation counter for patrons to signal staff who may be in another part of the building;
- Where physically feasible, determining an escape route or safe place with the means to summon outside assistance for employees in buildings who may encounter problems;
- Slowly eliminating Public Reading Centers (PRCs) as a class of library over a five-to-seven year period.
- The Joint Library/Union Committee will survey employees regarding safety issues at PRCs. Results, recommendations and follow-up will be reported through the Committee's meeting minutes.


Public Library of Youngstown and
Mahoning County


SEIU District 1199

**DISTRICT 1199-CMT
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