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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MUSKINGUM COUNTY LIBRARY SYSTEM
ZANESVILLE, OHIO

- AND -

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
CHAPTER #3A

SEPTEMBER 1, 2013 TO AUGUST 31, 2015

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Article 1. Agreement and Definitions

1.1 This Agreement is between the Muskingum County Library System, hereinafter referred to as the "Employer," and Local #3A OAPSE/AFSCME AFL-CIO, hereinafter referred to as the "Union."

1.2 "Employer" is defined as the Board, or the Director, or any other person designated by the Board or Director to act on behalf of the Board in a particular situation.

1.3 "Employee" is defined as a member of the bargaining unit.

1.4 "Day" is defined as a calendar day unless otherwise indicated.

1.5 "Full-time employee" is defined as an employee who is regularly scheduled to work forty (40) hours per week.

1.6 "Part-time employee" is defined as an employee who is regularly scheduled to work less than forty (40) hours per week.

Article 2. Management Rights

2.1 Except as may be specifically provided for in this Agreement, the Employer's right to manage the Library includes the following: a) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; b) direct, supervise, evaluate, or hire employees; c) maintain and improve the efficiency and effectiveness of Employer operations; d) determine the overall methods, process, means, or personnel by which Employer operations are to be conducted; e) suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees; f) determine the adequacy of the work force; g) determine the overall mission of the Employer as a unit of government; h) effectively manage the work force; and i) take actions to carry out the mission of the Employer as a governmental unit.

Article 3. Recognition

3.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit. As used herein the term "employees" means all persons employed as Customer Service Associates, program assistants, or custodial employees who regularly work at least twenty (20) hours per week, and excludes Customer Service Specialists, Assistant Librarians, Branch Services Coordinator, Circulation Services Coordinator, Media Specialist, PR Assistant, Deputy Fiscal Officer, Technology Assistant, Extension Driver, all professional employees, all Pages, Customer Service Assistants, supervisors, the confidential secretary to the Director, substitutes, and temporary, seasonal or casual employees.

3.2 A substitute is defined as a person replacing an employee who is absent, or a person employed on an as-needed basis to fill intermittent needs.

Article 4. Union Security and Dues Deduction

4.1 The Employer agrees to deduct from the pay checks of employees, Union dues for every employee who authorizes the Employer to do so in writing.

4.2 Union dues shall be forwarded by the Employer to the OAPSE State Treasurer each month along with a list of all employees for whom dues have been deducted.

4.3 Deductions shall be made in equal monthly installments. Union dues shall be deducted from the first paycheck of each month during the deduction schedule. Employees not enrolled for payroll deductions may commence deductions at any time.

4.4 The amount of dues to be deducted shall be filed in writing with the Treasurer of the Board.

4.5 The Employer will not honor dues deductions revocations from any employees, except as provided herein.

4.6 The Employer will deduct dues from the pay of employees who are members of the Union upon receipt of written authorization cards. Any employee may submit a dues deduction revocation authorization by giving written notice to the Employer at any time during the ten (10) day period prior to the expiration of this contract.

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

4.8 Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment on or after sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later, to pay the Union a fair share fee, which shall not exceed that amount which is allowed by law; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish the OAPSE State Treasurer written receipts evidencing payment to such agreed upon nonreligious charitable fund. Failure to make such payment or furnish such receipts as proof of payment shall subject such employee to the same sanctions as would non-payment of union dues under the Agreement.

The Union shall certify to the Employer in writing that its escrow and rebate procedure are in accordance with applicable court decisions and statutory law. The Union further agrees to indemnify the Employer and its agents for any damages that may be assessed against it for its actions in collecting and distributing said fair share fee.

4.10 The Employer agrees to deduct from the wages of any employee who is a member of the union a Public Employees Organized To Promote Legislative Equality (PEOPLE) donation as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to forward PEOPLE deductions to the Union State Treasurer each month along with a list of all employees for whom such deductions have been made.

Article 5. Negotiation Procedures and No Strike/No Lockout

5.1 Either party may request the opening of negotiations by submitting such request in writing to the other party no more than ninety (90) days or less than seventy five (75) days prior to the expiration of this Agreement. After such a request is received the parties shall meet at agreeable times and places for the purpose of negotiating an agreement. The initial meeting shall take place no later than sixty (60) days prior to the expiration of this Agreement. The parties may exchange proposals at the initial meeting.

5.2 Neither party shall have the authority over the selection of the other party's bargaining team. Each party may be represented by a maximum of four (4) persons. The parties agree that their respective representatives shall be cloaked with the authority to make proposals and concessions.

5.3 Any employee involved in negotiations during work hours in which they are normally scheduled to work shall receive their regular rate of pay in accordance with the other applicable provisions of this Agreement.

5.4 As agreement is reached on individual items, such items shall be initialed by both parties.

5.5 When a full tentative agreement is reached, it shall be presented to the Union membership and to the Employer for ratification.

5.6 Impasse Resolution. Either party may, at any time thirty (30) days or less prior to the expiration of this Agreement, request mediation services from the Federal Mediation and Conciliation Services. Upon such request by either party, both parties shall submit a joint written request to the Federal Mediation and Conciliation Service to provide a mediator to the parties to facilitate bargaining. Mediation shall begin as soon as possible and shall continue until the expiration of this Agreement or, if the parties mutually agree, may continue thereafter. If any expenses are incurred by mediation, the Union and the Employer shall share them equally. The impasse procedures contained in this section are intended to supersede and take the place of the impasse procedures contained in ORC §4117.

5.7 Bargaining unit employees shall not be locked out of work, and neither the Union nor any of its members may strike the Employer during the term of this Agreement or any extension thereof. No strike shall be conducted by the Union or any of its members without first giving the Employer the ten (10) day notice required by the provisions of Ohio Revised Code 4117.14. For the purpose of this Agreement the definition of "Strike" set forth at Ohio Revised Code 4117.01(H) shall apply.

Article 6. Consistency with Law

6.1 If any provisions of this Agreement between the Employer and the Union shall be found contrary to law by a court of competent jurisdiction, then such provisions or applications shall not be valid, but all other provisions or applications shall continue in full force and effect.

Article 7. Discrimination and Coercion

7.1 Where there is an alleged violation that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, the Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies and/or the grievance procedure.

Article 8. Grievance Procedure

8.1 Definitions

A. A grievance shall be defined as a dispute concerning the application or interpretation of the provisions of the negotiated Agreement or a dispute concerning discipline administered to an employee of the Employer.

B. "Days" as used in this Article shall mean week days (Monday through Friday) other than holidays. For purposes of this Article, a day shall be considered to end at 4:00 p.m.

C. "Grievant" shall mean the person or Union alleging that a grievance has occurred.

D. "Human Resources or HR Manager" means the HR Manager or designee.

E. "Director" means the Director or designee.

8.2 Rights

A. Bargaining unit members who use the grievance procedure shall be assured freedom from reprisal for such action.

B. A grievant shall have the right to two (2) Union representatives, only one of which may be an employee, at all hearings of the grievance procedure. A grievant can request an additional representative to be present if it will further the process.

C. A grievance may be withdrawn at any level without prejudice.

D. If the grievance is one whereby the grievant is seeking a monetary award, such award shall only be retroactive to up to ten (10) days prior to the date the grievance is filed.

8.3 Timeliness All grievances must be processed at the proper step in order to be considered at subsequent steps. Any grievance which is not submitted by the grievant within the time limits provided herein shall be considered withdrawn. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Any of the timelines in this Article may be extended by mutual written agreement.

8.4 Procedure

Step 1 - Informal Step

The grievant or steward or union president, as applicable, will meet with the Human Resource (HR) Manager prior to the filing of a written grievance in order to attempt to resolve the matter.

Step 2 - HR Manager: In order for an alleged grievance to receive consideration under this procedure the grievant must reduce the grievance to writing on the appropriate form and turn the grievance in to the HR Manager within ten (10) days of the occurrence or when the grievant reasonably should have had knowledge of the occurrence that gave rise to the grievance.

The grievance must be given to the HR Manager and receipt acknowledged. The HR Manager shall hold a meeting with the grievant and the grievant's representative, should the grievant request representation. The HR Manager shall issue a written decision to the grievant within ten (10) days of receipt of the grievance.

Step 3 - Director: If the grievance is not resolved in Step2, the grievant, with the approval of the appropriate employee Union representative, shall appeal the grievance to the Director, within ten (10) days after receiving the Step 2 reply. The grievance must be given to the Director and receipt acknowledged. The Director shall have ten (10) days in which to schedule and hold a meeting with the grievant and the appropriate Union representative. The Director will attend the hearing if he/she is available. The Director shall issue a written decision to the grievant and/or appropriate Union representative within ten (10) days following the meeting.

Step 4 - Grievance Mediation: If the grievance is not resolved to the satisfaction of the grievant and the Union at Step3, within ten (10) days of receipt of the Step 3 response, the Union will request Federal Mediation and Conciliation Service (FMCS) grievance mediation. The parties will attempt to agree on a mediator, and if unable to do so, will request for FMCS to appoint a mediator.

Step 5 - Arbitration: If the grievance is not resolved to the satisfaction of the grievant and the Union in Step 4, the grievant may appeal the grievance to arbitration if such appeal is approved by the Union, OAPSE/AFSCME AFL/CIO. The appeal to arbitration shall be made within fifteen (15) days of completion of Step 4 mediation by serving notice to the FMCS. A copy of such notice shall be sent to the Director.

Upon receipt of the list of arbitrators the parties shall meet to select an arbitrator within ten (10) days from the date the list is received. The parties shall use the alternate strike method from a list of seven arbitrators submitted to the parties by the FMCS, with the Union striking first. Either party shall have the option to completely reject up to two lists of names provided by the FMCS and request another list.

The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer and Union to do so.

In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question and his decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, or add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the arbitrator shall be shared equally. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. All other expenses shall be borne by the party incurring the expenses.

8.5 Grievance Information. All grievances shall contain the following information:

- A. Grievant's name and signature.
- B. Grievant's classification.
- C. Date grievance was informally discussed with the first line supervisor, and signatures attesting to the informal discussion.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident(s) giving rise to the grievance.
- H. Specific articles and section of the Agreement violated.
- I. Desired remedy to resolve the grievance.

8.6 Union Representation. The Employer agrees to admit not more than two (2) non-employee Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday . The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein. Absent an emergency situation, a minimum two-hour advance notice of an OAPSE representative visit will be provided to the Employer. Upon arrival, the Union staff representative shall identify him/herself to the director or the Director's designated representative.

The Employer shall recognize an employee in the bargaining unit to act as the employee Union representative for the purpose of processing grievances in accordance with the Grievance Procedure.

The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee and the employee Union representative shall not suffer any loss of pay while attending the hearing.

Article 9. Seniority and Probationary Period

9.1 Upon employment there shall be a probationary period of one hundred twenty (120) days for all employees. During this probationary period, the employee may be discharged by the Employer and such discharge shall not be subject to the provisions of Article 8 or Article 21. Upon completion of the probationary period, a newly hired employee's seniority shall be computed from the original date of hire into a bargaining unit position.

9.2 Seniority for employees hired after the signing of this Agreement shall be defined as the length of bargaining unit service by an employee with the Employer as computed from the employee's most recent date of hire. Employees hired prior to the signing of this Agreement shall retain seniority for prior time served in positions now classified as bargaining unit positions.

9.3 Seniority shall be broken when an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Exceeds an approved leave of absence;
- D. Is absent for three (3) consecutive working days without notifying the Employer, unless proper excuse is shown;
- E. Fails to report for work within three (3) working days after being notified to do so, unless proper excuse is shown;
- F. Is laid off and/or absent due to illness or accident for a period of two (2) years;
- G. Fails to report for work within fifteen (15) days after having been certified by the physician in charge that he/she is capable of returning to work following a disability or illness.
- H. Fails to notify the Employer of his/her intent to report for work within twenty-one (21) calendar days after having been recalled to work from the layoff list pursuant to Sec. 11.2 of this Agreement.

9.4 Any employee who is awarded a non-bargaining unit position shall have his or her bargaining unit seniority frozen. In the event such an employee returns to the bargaining unit within ninety (90) calendar days, all previously accumulated bargaining unit seniority shall be reinstated. Such an employee returning to the bargaining unit after ninety (90) calendar days will start with zero days of bargaining unit seniority.

9.5 The Employer shall, on or before January 15, March 15 and September 15 of each year, prepare and post a seniority list showing the seniority of all employees in the bargaining unit, unless there have been no changes. Unless an employee or employees file written objections thereto to the Director within thirty (30) working days from the date the list is posted, the information pertaining to such employees shall be considered as accurate and binding. Such list shall be posted on the Union's bulletin board at the Central Library and a copy sent to the union president.

Article 10. Vacancy and Promotions

10.1 Determination of Vacancy. The employer shall determine when a position within the bargaining unit is vacant and when or if it is to be filled. Within thirty (30) days following the occurrence of a vacancy the Employer will notify the union president in writing of whether it intends to permanently fill that position. When a vacancy occurs and/or a new position is created within the scope of the bargaining unit, that said vacancy and/or new position shall be placed open for bids or applications in accordance with the provisions set forth under this Article. The intention of this section is not to replace bargaining unit positions with non-bargaining unit positions. If the employer determines to subcontract bargaining unit work, it will meet with the union representatives to explain the reasons for the decision and discuss the effects, if any, upon the bargaining unit.

10.2 Posting, Bidding, and Filling a Vacancy. The Employer shall post a notice of any bargaining unit vacancies on the intranet. A copy of such notice shall be emailed to the Local Union President. The notice shall be posted for a period of five (5) working days. The notice shall identify the job by title, location, job description, qualifications, and rate of pay. Employees who would be promoted if they were awarded a vacant job shall be permitted to bid on such a job by filing a written bid with the Personnel Office during the posting period. The Library will provide a list of bids received to the Union President. If two or more applicants who have bid or applied for the vacant job have substantially equal ability to perform the work, employee applicants with the most seniority shall be awarded the job. Ability to do the work means having the necessary skills, abilities, and experience to perform the duties of the job in question. Determination of an applicant's skills and abilities shall include, but not be limited to, the results of examinations which may be administered at the sole discretion of the Employer. Nothing in this section shall prohibit an employee from requesting a transfer to a vacancy which would be a lateral transfer for such employee. Applicants who do not receive a position shall be notified by letter.

10.3 Probationary Period. Any bargaining unit employee who begins a new position in the classification of Customer Service Associate I or II, or Custodian I or II shall be required to serve a probationary period of thirty (30) work days. A bargaining unit employee who begins a new position in the classification of Customer Service Associate III or Custodian III or Program Assistant shall be required to serve a probationary period of sixty (60) work days.

10.4 Reversion. If the Employer determines that an employee who is awarded a job under this procedure is unable to satisfactorily complete the prescribed probationary period, he/she shall be returned to the job from which he/she came. During this same period the promoted employee may, if he/she elects, return to his/her former job. In the event the Employer chooses to fill the resulting vacancy of the promoted employee, it shall do so as a temporary vacancy and it may assign other employees to work such position during such period. If the Employer determines that the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure.

10.5 A bargaining unit employee who bids on and is awarded a promotion to a non-bargaining unit position shall retain the right to voluntarily return to his or her previously held bargaining unit position within thirty (30) days of the time the employee starts the new position. The Employer retains the right to return such employee to the bargaining unit position previously held should the employee fail to successfully complete his or her required probationary period.

Article 11. Layoff and Recall

11.1 In the event it becomes necessary to layoff employees for any reason, employees shall first be given written notice at least ten (10) working days before such layoff becomes effective.

11.2 Employees will be laid off and recalled from layoff within any affected classifications on the basis of their seniority. The Employer will determine the classification(s) to be affected, and the number of employees to be laid off within each classification. Notice to employees for recall from layoff shall be made by registered mail, return receipt requested. The employee is required to keep the Employer informed of his/her current address and/or phone number. The employee recalled shall within twenty-one (21) calendar days from the date he/she receives such notice, notify the Employer of his/her intention to return to work. No new employees shall be hired until all qualified employees on layoff status within that classification and having the ability to do the work desiring to return to work have been recalled. Having the ability to do the work shall be defined pursuant to Section 10.2 A laid off employee's right to recall expires two (2) years after the date of his/her layoff. However, once an employee has been recalled to work and refuses to return, the obligation of the Employer to recall that employee ceases.

11.3 In the event an employee who is laid off is called back to perform work as a substitute by the Employer, his/her right to recall provided in Section 11.2 shall be extended by the number of days he/she performs such work.

Article 12. Holidays

12.1 Full time employees not on layoff or leave of absence shall be entitled to nine (9) paid holidays, which are:

New Year's Day	Thanksgiving Day
Presidents' Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	

The Library will close Easter Sunday but it will not be a paid holiday.

12.2 Employees who work less than full time and are not on layoff or leave of absence shall receive a pro-rated amount of holiday pay, based on a forty (40) hour work week. [For example, an employee normally scheduled for 20 hours per week will receive four (4) hours of pay for the holiday.] If a holiday falls on a day when an employee (full or part-time) is not scheduled to work, said employee shall be scheduled for a pro-rated amount of holiday time off within the pay

period in which the holiday falls. The scheduling of such holiday time shall be at the discretion of the supervisor with consideration given to the employee's preference.

12.3 To be entitled to holiday pay an employee must complete his last scheduled work day prior to and his first scheduled work day following such holiday unless the employee is on paid leave those days.

12.4 Employees are entitled to take their birthday as a paid holiday. The holiday must be taken in a full day increment. When scheduling an employee's birthday off, the supervisor and the employee, by mutual agreement, may opt to schedule the employee for a different day off within the same pay period. If their birthday falls on a day the library is closed for another holiday, on a Sunday for which the library is closed, or on a day they are not scheduled to work, the employee may take the day preceding or following the birthday as a paid holiday, as scheduled by the supervisor. Part time employees shall receive such benefits on a pro-rata basis, as described in section 12.2 above. Employees will confirm birthday leave days for the following month with their supervisor when the monthly department schedule is prepared.

Article 13. Work Assignments and Hours

13.1 The normal work week for full-time employees shall be forty (40) hours. This Article shall not be construed as a guarantee of work per day or per week. The workday shall include an unpaid meal period which shall be scheduled by the Employer. Eight-hour employees will be scheduled for a one-hour unpaid meal period.

13.2 Employees shall receive one paid, fifteen (15) minute break period for each four (4) full hours of work. Said break period or periods shall be scheduled by the employee's supervisor at such times as are necessary to insure the orderly operation of the Library.

13.3 Employees who are regularly assigned to work a four-hour schedule and cannot take the break provided in Section 13.2 because there is no way to cover their absence during break time, shall be credited with one-quarter (1/4) hour of PTO for each occasion. PTO accumulated in this manner can be used pursuant to Article 17.

13.4 All employees will be provided with written job descriptions. The Employer will update job descriptions periodically.

13.5 The Employer reserves the right to change employee schedules in order to meet the needs of the Library. Such changes should be intended to be on a long-term basis and not for daily or weekly periods of time. To the extent possible, employees will be given at least one week advance notice of changes to their schedule.

13.6 Book Drop

The duty of emptying the book drop on holidays shall be rotated among all Custodial employees. The assignment of book drop duty, and the operation of the rotation list, shall be coordinated by

the Library Director and the Custodial Supervisor, respectively. In consideration of the additional pay for this duty which would not normally be available, book drop duty on holidays is considered mandatory and may be assigned to an employee if necessary to ensure that the duty is completed.

13.7 Sunday Hours

It is understood that the Employer has the right to determine the specifics of Sunday work -- i.e., what Sundays the Library is open, how many hours the Library is open on Sunday, how many employees are needed to work on a Sunday, and how many hours each employee will work on a Sunday. Double time shall be paid for all hours worked on Sunday.

As long as Sunday service hours remain 1-5, the Sunday schedule for custodians will be 12:45 to 5:15, with a one-half (½) hour unpaid meal break.

13.8 Reassignment

If the Employer determines it is necessary to reassign an employee, the Employer will invite the affected employee(s) and the Union President to a meeting in order to inform them of the reassignment, and answer any questions the employee may have about the new position. The meeting will be held at least two (2) weeks prior to the effective date of the reassignment, unless circumstances make such notice impracticable.

Article 14. Overtime

14.1 Time and one-half (1-1/2) shall be paid for all time actually worked over forty (40) hours in any given work week.

14.2 Double-time shall be paid for all hours worked by an employee on a holiday in lieu of holiday pay under Article 12, except that when an employee is required by the Library to come in on a holiday to empty out the book drop, that employee will be paid for two hours pay at his/her regular rate. This two-hour payment shall be in addition to the holiday pay that the employee would normally earn for the holiday. However, this additional payment will not represent additional time worked for overtime purposes.

14.3 There shall be no double payment of overtime or double payment of premium pay under any provisions of this Agreement. For example, if actual work on a holiday results in an employee working more than 40 hours in that week, only the holiday premium pay will be paid.

Article 15. Bereavement Leave

15.1 When a death occurs in an employee's family, the employee will receive full pay for any excused work days, up to and including the day of the funeral. The purpose of this leave is for attendance at the funeral, and making appropriate arrangements. The permissible number of excused work days for bereavement leave is as follows:

15.2 Three (3) days for an employee's parent, current spouse, domestic partner, child, stepchild, grandchild, sibling, grandparent, grandparent-in-law, stepparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or great grandparent. Upon the employee's request, the Director may grant the employee additional time off following the funeral for the death of the above relatives. Such leave, if granted, will be deducted from the employee's PTO or taken as unpaid leave, taking into consideration the employee's preference.

15.3 In the event of the death of an employee's aunt, uncle, niece, nephew, foster parents, foster children or first cousin, leave will be granted as follows:

One (1) day to attend a funeral that is less than one hundred (100) miles from the employee's home (one way).

Two (2) days to attend a funeral that is more than one hundred (100) miles from the employee's home (one way).

15.4 The Director may require an employee to provide documentation of the relationship and/or distance for which he/she is claiming bereavement leave. An employee will not receive bereavement leave when it duplicates pay received for time not worked for any other reason.

Article 16. Leave of Absence

16.1 An employee shall be granted a leave of absence for a period not to exceed one (1) year because of personal illness or injury upon notice supported by medical evidence, provided the employee has reported such illness or injury to his/her immediate supervisor during his/her first day of absence, unless failure to do so is due to reasons beyond his/her control. If the illness or disability continues beyond one (1) year, additional leave may be granted by the Employer. The employer may require a doctor's release before the employee returns to work.

16.2 In cases of an injury or illness which is compensable under the Ohio Workers' Compensation Laws, 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 to returning to work as certified by the physician in charge of the case, whichever is shorter.

16.3 Leaves of absence may be granted in other cases for good cause shown (such as educational) for a period not to exceed six (6) months provided the employee has at least one (1) year of seniority. Such leaves of absence may be extended by the Employer but in no case will any employee be permitted to exceed nine (9) months continuous leave under this section.

16.4 No employee granted a leave of absence shall accept other employment during the period of his/her leave. The violation of this provision will result in termination of employment.

16.5 Except as otherwise provided for in this Agreement, leaves of absence and any extensions thereof shall be without pay and must be applied for and granted in writing on forms as may be required by the Employer. An employee's seniority shall continue to accrue for all purposes

during a leave of absence but not to exceed a period of nine (9) months for educational leave or one (1) year for illness or injury leave. The Employer shall continue all insurance coverages for the first thirty (30) calendar days of any leave of absence granted under this Article, and for the first ninety (90) calendar days of a leave granted pursuant to Section 16.2.

16.6 An employee who has been on a leave of absence under this Article for a period of forty-five (45) days or less shall be returned to his/her former position at the expiration of such leave. During the absence of such employee, if the Employer chooses to fill such position it shall do so as a temporary vacancy and it may assign other employees to work such position during such period. An employee who has been on a leave of absence under this Article for a period of more than forty-five (45) days may, at the expiration of such leave, be reinstated to his/her former job if it is available. If such job is not available he/she may be placed on a comparable job if one is available. If no such comparable job is available, he/she must fill in any vacancy which then exists for a job which he/she can perform. If there is no such vacancy he/she will be placed on layoff status and he/she will have a preferred status for bidding on the next available position which he/she has the ability to perform. Such preferred status shall exist for only one opportunity and if the employee elects not to exercise it, such status shall be lost. An employee on a leave of absence may request an extension of this forty-five (45) day period, provided, however, he/she must request such an extension at least five (5) days prior to the forty-fifth (45th) day of his/her leave. Such extension, if granted by the Employer may not exceed an additional ninety (90) days.

16.7 Notwithstanding anything to the contrary in the provisions of this Article or in any other Article of this Agreement, the Employer and employees each reserve all their respective rights and responsibilities provided under the Family and Medical Leave Act of 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act shall be solely determined by the provisions of the Act and the regulations adopted thereunder which will supersede all related leave provisions contained in this Agreement.

16.8 Employees who misrepresent facts to obtain a leave of absence or who secure a leave of absence on the basis of such misrepresentation may be terminated by the Employer.

16.9 FMLA leave is governed by the Board's FMLA Policy.

Article 17. Paid Time Off (PTO)

17.1 Definition

PTO encompasses vacation, sick and personal leaves. Jury duty, library designated holidays, and bereavement leave are covered under separate Articles.

Employees hired prior to 09/04/11 who have a Sick Leave Reserve (SLR) balance may use those hours for their own personal illness of five (5) or more consecutive work days. For illnesses lasting less than five (5) days, SLR may only be used if the employee has a zero balance in his/her PTO account. SLR cannot be used for a family member's illness.

17.2 Accruals

PTO hours will be accrued for full-time employees each pay period as follows. Accruals will be pro-rated for part-time employees working 20 hours or more per week based on the number of hours worked.

Benefit Level		Biweekly Hours	Yearly Hours	Maximum Accumulation
0-4 years:				
	PTO	7.154	186	1,200
5-9 years:				
	PTO	9.231	240	1,200
10+ years:				
	PTO	10.769	280	1,200

In years when a 27th pay period occurs, approximately once in every 9 years, no PTO earnings will be posted on that pay period.

PTO must be earned prior to being taken, and any PTO earned beyond the maximum allowable accumulation will be lost.

17.3 Requests for Usage

PTO requests must be submitted to the employee's supervisor or manager in writing. PTO time must be scheduled in a minimum of one-half (1/2) hour increments. The supervisor and/or manager may ask an employee to change or postpone a scheduled PTO based on library service demands.

17.4 Notice Requirements

Employees requesting up to one day of PTO must give 24 hours notice unless an emergency or illness arises, in which case employees must call off to their supervisor or Manager at least one half hour prior to the start of their shift.

Employees are not required to state the purpose of the PTO when requesting leave. However, the employee's supervisor has the right to deny the request if it would disrupt the ability to provide services to the public. If the supervisor denies the request the employee should notify the supervisor if the request is for a medical reason. Employees requesting PTO for medical reasons may be referred to the Human Resources Manager for Family and Medical Leave documentation.

Employees requesting 2-4 consecutive work days off must give a minimum of 5 days notice.

Employees requesting 5 or more consecutive work days off must give a minimum of 30 days notice.

Employees may schedule PTO before it is accrued, but if they do so they must document on their request form that they will have accrued enough PTO by the time it is scheduled to be taken. Employees are not permitted to use any PTO leave hours until such time as the leave is posted to the accrual report and displayed on the employee's pay stub.

The employer will notify the employee of the approval/denial of the request within five (5) work days of receipt of the request.

17.5 Non-Usage Incentive

Full-time employees who do not use any PTO in a calendar quarter will be given four (4) additional PTO hours. The incentive will be pro-rated for part-time employees.

17.6 PTO Abuse

If the employer has reason to believe that an employee is misusing PTO, it can institute disciplinary proceedings against the employee, using the procedures outlined in Article 22.

17.7 New Hires

A newly hired employee is not permitted to transfer to the Library any type of leave allotment or accrual that he/she may have earned or received while working for another public or non-public employer. This would create a situation where the Library would become financially liable for those hours. The Library will transfer to any other employer that is willing to accept them, all PTO hours for which an employee did not receive payment when leaving employment with the library.

17.8 Resignation and Retirement

Upon resignation with two weeks written notice, employees will be paid for 25% of any accrued, unused PTO leave up to 260 hours, and 30% of any accrued, unused PTO leave over 260 hours. Upon OPERS retirement with at least 10 years of service with the library, employees will be paid for 25% of any accrued, but unused PTO leave up to 260 hours, 30% of any accrued, unused PTO leave over 260 hours, and 25% of any balance remaining in their sick leave reserve account.

17.9 Annual Buy Back Option

Employees may cash in up to seven (7) days of PTO per year, as long as the employee still has five (5) days left to carry over to the next calendar year. The PTO buy-back will occur in November of each year. The Fiscal Officer will provide the written request form to the employees. Written requests to sell PTO must be turned in to the Fiscal Officer by October 15 of each year.

Article 18. Jury Duty

18.1 An employee who is called for jury service shall be excused from work for the time which he/she serves on jury duty. Employees are expected to be at work for all portions of their regular work day that they are not required to be at jury duty. If an employee is dismissed from jury duty prior to the end of his/her work day, he/she must then report to work until the end of his/her shift. An employee on jury duty shall be paid at his/her regular rate for all time lost from scheduled work, and must promptly turn in all jury duty fees received to the Fiscal Officer. Employees will turn in their written notice of jury duty to their Division Manager as soon as they receive it.

Article 19. Court Leave

19.1 An employee who is called as a witness to testify in the Employer's behalf or subpoenaed to testify as a witness with respect to matters relating to his/her employment at the Employer, shall be paid at his/her regular rate for all time lost from scheduled work, and must promptly turn in all witness fees received to the Fiscal Officer. No employee shall receive pay under this section if he/she testifies against the Employer in matters arising between the Union and the Employer unless otherwise specified in this Agreement or in Chapter 4117.

Article 20. Insurances

20.1 Employees who are regularly scheduled to work more than twenty-five (25) hours per week shall receive the following insurance benefits:

Life Insurance	\$20,000.00
• At age 75, the life insurance benefit is automatically reduced by 50%.	
• At age 80, the life insurance benefit is automatically reduced by 75%	
Hospitalization, Medical and Major Medical	As described in booklets issued by the insurance company

20.2 The coverages listed above are more fully described in a booklet prepared and issued by the insurance company or companies providing such coverage, copies of which shall be furnished to the Union and to each employee.

20.3 The Employer shall pay Five hundred thirty dollars and seventeen cents (\$530.17) towards the health insurance premium effective September 1, 2013, and will share equally in any premium increases or decreases that occur after September 1, 2013.

20.4 Employees will pay for all of their office visit and prescription co-pays.

20.5 Employees will pay their own co-insurance payments (e.g., 20% of the first \$2,000.00 each year).

20.6 Insurance Waiver Option

A. Employees who are insured under a health insurance plan other than that provided in this Agreement, and who are eligible to receive Board paid contributions to the health insurance benefits provided in this Agreement, are eligible to participate in the insurance waiver option.

B. The insurance waiver option may be exercised by the employee at the beginning of each plan year. To exercise the option the employee must notify the Fiscal Officer's office in writing no later than two weeks prior to the beginning of the plan year of his/her decision to exercise the waiver option and thus not enroll in the Board's insurance plan for that year. In order to be eligible for the waiver option the employee must provide proof of other insurance coverage to the Fiscal Officer's office along with the notice of intent to exercise the waiver option.

C. Employees who exercise the insurance waiver option will be paid the sum of Seven Hundred Dollars (\$700.00) for each year in which they exercise their option not to enroll in the Board's insurance plan. Three Hundred Fifty Dollars (\$350.00) will be paid to the employee at the end of March, and Three Hundred Fifty Dollars (\$350.00) will be paid to the employee within thirty (30) days after the end of the plan year.

D. Employees who exercise the waiver option and who, involuntarily, lose other health insurance coverage during the year through a qualifying event (as defined by the insurance company), will be permitted to re-enroll in the Board provided health insurance plan. If an employee re-enrolls during a plan year due to a qualifying event, the \$700.00 payment will be prorated to reflect the number of months the Employer did not have to make insurance premium payments on behalf of the employee. Notice of intent to re-enroll in the insurance plan must be provided to the Fiscal Officer no later than the third Monday of the month following a qualifying event, with coverage to be effective the first day of the following month.

20.7 When the Employer receives notification that health insurance premiums are to rise more than 10%, the Employer will meet with the Insurance Committee to discuss any available options.

Article 21. Discipline Procedure

The following procedures shall be followed whenever the Employer intends to administer disciplinary action. The level of discipline will be related to the severity of the offense.

21.1 The Employer shall hold an informal conference with an employee who is being given a written warning or a written reprimand. Disciplinary action will be handled in an area away from other employees. Prior to or at the beginning of the conference the employee shall be informed of the problem(s) which has given rise to the conference. Upon request, the employee who is being disciplined may bring an employee Union representative to the conference. The employee will be given an opportunity at the conference to present his/her side of the story. Any disciplinary action administered during or following the conference shall be put in writing, with a copy provided to the employee. Within five (5) working days of being given the written

disciplinary action, the employee may turn in a brief written rebuttal to the disciplinary action for inclusion in his/her personnel file.

21.2 When the possibility of suspension or termination exists, the Employer will schedule a conference with the employee to discuss the charges. Prior to the conference, the Employer will provide the charges to the employee. The employee will be given the opportunity to respond to the charges in the conference. The employee has the right to have a union representative present at the conference.

Following the conference the Employer will issue disciplinary action, if appropriate. If the employee decides to grieve the disciplinary action, the grievance will be considered to begin at Step 2 (HR Manager).

21.3 If the Employer determines that the employee's continued employment prior to the pre-disciplinary conference poses a danger to persons or property or a threat of disrupting operations, the Employer may suspend the employee pending the conference provided for in this Article.

Article 22. Discharge and Suspension

22.1 No employee shall be reduced in pay or position, suspended or discharged except for just cause. Except in unusual circumstances, discipline will be applied in a corrective, progressive and uniform manner.

22.2 Where the discharge of an employee is the subject of a grievance and it is determined in Step 2 or Step 3 of the grievance procedure that he/she has been unjustly discharged or suspended, the employee shall be returned to his/her employment and receive compensation at his/her regular rate of pay for the time lost from work as mutually agreed by the Employer and the Union in writing.

22.3 Where the discharge of an employee is the subject of a grievance and it is determined by an arbitrator that the employee has been unjustly discharged, the Employer shall reinstate the employee with such rights under this agreement and with such compensation as shall be determined by the arbitrator which shall in no event exceed full compensation at his/her regular rate of pay for the time which he/she actually lost less any benefits received by him under the Ohio Unemployment Compensation laws.

Article 23. Salaries

Effective September 1, 2013	2.75% increase	<u>Range</u>
Customer Service Associate I /Custodian I		\$10.15 - \$14.02
Customer Service Associate II /Custodian II		\$11.21 - \$15.53
Customer Service Associate III /Custodian III		\$12.03 - \$16.64
Program Assistant		\$11.89 - \$16.47

Effective September 1, 2014	2.50% increase	<u>Range</u>
Customer Service Associate I /Custodian I		\$10.40 - \$14.38
Customer Service Associate II /Custodian II		\$11.49 - \$15.90
Customer Service Associate III /Custodian III		\$12.33 - \$17.06
Program Assistant		\$12.19 - \$16.88

23.1 When an employee is hired into the bargaining unit, he/she shall be placed at the bottom of the pay range for the classification into which he/she is hired, except that the Employer has the discretion to place a new employee higher on the pay range if it believes the person has appropriate previous library or equivalent experience. When an employee is promoted to a new classification, he/she shall retain the same hourly rate, but will be placed on the pay range for the new classification. When an employee leaves the bargaining unit and then voluntarily returns to the same level bargaining unit position, he/she will be placed on the same hourly rate that he/she was receiving at the time of leaving the bargaining unit.

23.2 All employees are required to have their payroll checks direct deposited into the financial institution of their choice, within thirty (30) days of their starting date.

Article 24. OPERS Pick-Up

24.1 The Employer agrees to pick up contributions to the Ohio Public Employees Retirement System (OPERS) on behalf of those employees eligible for OPERS on the following terms and conditions:

- A. The amount to be picked up on behalf of each employee shall be the most current OPERS approved member contribution rate. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board.
- B. The pick-up percentage shall apply uniformly to all employees.
- C. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- D. For Internal Revenue Service purposes the W-2 form for each employee shall reflect the actual amount as indicated on the negotiated salary schedule, minus the OPERS pick-up.
- E. The negotiated salary schedule amount for each employee shall be utilized for all other calculations for the purposes of compensation, such as, but not limited to, unemployment compensation, sick leave, worker's compensation, severance pay, and retirement calculations.
- F. The pick-up will be at no cost to the Board and is solely for the purpose of reducing the current tax for employees and will remain in effect so long as "Revenue Ruling No. 77-462" remains substantially unchanged. Any payback required because of a change in the Revenue Ruling will be the responsibility of the employee.

Article 25. Mandatory Staff Meetings

25.1 The Employer may call up to six (6) mandatory staff meetings per calendar year. Every adult employee of the Library is required to attend mandatory staff meetings, subject to the exceptions listed in Section 25.4 below.

25.2 The Employer will set the place, date and time for each mandatory staff meeting. Employees who are not already on duty during the time the staff meeting is held will be paid for the time actually spent in the staff meeting. The Employer will attempt to schedule the staff meetings so as to minimize the inconvenience for employees who are not scheduled to be on duty during that time, and to avoid affecting the same people each meeting.

25.3 Employees will be reimbursed for travel pursuant to the Travel and Mileage Reimbursement Policy, contained in the Policy and Procedures Manual.

25.4 The only situations in which employees will be excused from staff meetings are as follows:

- (a) An employee on prescheduled, approved PTO that is for longer than just the day of the staff meeting.
- (b) Employees the Employer has scheduled to be off on the day of the staff meeting.
- (c) PTO may not be used to miss a mandatory staff meeting unless it is an emergency.

Article 26. Calamity Days

26.1 If the Library, or any of its branches, is closed by the Director or designee because of weather conditions, utilities, health and safety conditions, or other unforeseen conditions, all employees will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing. However, leave of any kind that is requested and approved prior to the Library being closed will be charged to the employee (except that an employee will not be charged leave for the time during his/her shift that the Library is closed, if the employee requested leave that same day due to inability to get to work due to weather conditions).

26.2 In the event an employee is required to work on such occasion, the employee shall be paid at time and one-half (1-1/2) his regular rate for all hours actually worked when the Library is closed. If such hours actually worked do not equal the number of hours such employee was scheduled to work that day, then the employee will receive straight time for the balance of such hours.

26.3 The Library will attempt to make a decision on closing as early as possible. Notification of the library closing for an emergency shall be given to a local radio station as soon as possible

after the determination to close has been made. In addition, supervisors will place a call to the home of each employee who is scheduled to report to work after the closing.

26.4 If an employee reasonably believes that it would be unsafe to travel to work due to hazardous weather conditions, he/she may take PTO for the work time missed. Employees must call their supervisor or designee prior to the start of their shift if they are not going to be able to report to work on time due to hazardous weather conditions.

26.5 If an employee is making a good faith attempt to get to work, and the Library closes prior to his/her arrival and less than two (2) hours after the start of that employee's shift, that employee will be paid as if he/she was on time.

26.6 At the discretion of the supervisor, an employee may also use PTO to leave work early due to hazardous weather conditions.

Article 27. Labor Management Committee

27.1 In the interest of effective communications, a Labor Management Committee Conference shall be held on an as-needed basis to discuss any items of mutual concern. Meetings will be held upon the request of either party.

Article 28. Resignation From Employment

28.1 All employees upon resigning from employment with the Employer shall provide the Employer with two (2) weeks prior written notice. If such notice is not given, the PTO payout outlined in Article 17 will be forfeited.

Article 29. Personnel Files

29.1 An employee shall have the right to review the contents of his/her personnel file upon reasonable request.

Each employee may request a copy of any public record material placed in his/her personnel file except for confidential employment information. Each employee shall have ten (10) days after the receipt of a copy of the material to be placed in his/her file to attach any statement or response to the material.

Article 30. Terms of Agreement

30.1 The written provisions of this Agreement between the Muskingum County Library System, and Chapter #3A OAPSE/AFSCME AFL/CIO, represent the entire and complete Agreement between both parties on all negotiable matters. This Agreement may only be amended or modified during the life of the Agreement by the express, mutual written consent of both parties.

Article 31. Duration and Successor Agreement

31.1 This agreement shall be effective from September 1, 2013, through August 31, 2015.

MUSKINGUM COUNTY LIBRARY BOARD

Guy Adams
Board President

9/19/2013
Date

Sondra H. Pymura
Director

9/19/2013
Date

Stacey A. Russell
Fiscal Officer

9/19/2013
Date

Randy Bank
Board Attorney

Sept. 10, 2013
Date

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES CHAPTER 3A

Denise A. Nannini
President

9-19-2013
Date

Sherry L. Nicholas
Vice-President

9-19-13
Date

Joanne Stemm
Team Member

9-19-13
Date

[Signature]
OAPSE Representative

9-19-13
Date

APPENDIX A
GRIEVANCE FORM

GRIEVANT'S NAME _____

CLASSIFICATION _____

LOCATION _____

Step One

Signatures indicate date of informal meeting:

_____ HR Manager	/	_____ Date		_____ Grievant	/	_____ Date
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Step Two (Submit to HR Manager)

Statement of Grievance. (Include date, time and location grievance occurred. Use additional sheets if necessary)

Specific Article and Section Allegedly Violated: _____

Relief Sought: _____

Signature of Grievant _____ Date _____

Signature of HR Manager _____ Date _____

Step Two HR Manager Response to Grievance: _____
(use additional sheets if necessary)

HR Manager's Signature

Date given to Grievant

Step Three (Submit to Director or Director's Designee)

Grievant's Signature

Signature for the Union

Date Submitted to Director/Designee

Director/Designee Signature

Disposition by Director/Designee: _____

Director/Designee Signature

Date Given to Grievant

Step Four – Request for Mediation (Submit to Director or Designee)

Grievant's Signature

Signature for the Union

Date Submitted to Director/Designee

Director/Designee Signature

Step Five (Submit to Director or Designee)

The Grievant and the Union desire to appeal this grievance to arbitration

Grievant's Signature

Signature for the Union

Date Submitted to Director/Designee

Director/Designee Signature