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02/19/2014

AGREEMENT

BETWEEN

**FAIRFIELD COUNTY DISTRICT LIBRARY
BOARD OF TRUSTEES**

AND

**OAPSE/AFSCME Local 4/AFL-CIO
LOCAL #040**

January 1, 2014 to December 31, 2016

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ARTICLE 1 - PREAMBLE

1.1 This agreement is entered into between the Fairfield County District Library, hereinafter referred to as the "Employer" or "Library" and Local #040, Ohio Association of Public School Employees (OAPSE/AFSCME Local 4/AFL-CIO), hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights:

Except as specifically provided 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, processes, 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;
- I. Take actions to carry out the mission of the Employer as a governmental unit; and
- J. Any other rights given Employer by Ohio Revised Code Chapter 4117.

2.2 Union Rights:

- A. The Employer shall distribute a copy of this Agreement to all newly hired bargaining unit members.
- B. Bargaining unit members shall have the right to Union representation at all non-routine meetings, including, but not limited to disciplinary action.

C. The Employer shall provide for unpaid release time of thirty-seven and one-half (37 ½) hours per contract year, which can be taken in hourly increments, to the Union President or his/her designee, for Union business. The Union President shall notify the Employer of the name of the employee and the nature of the Union business for which unpaid leave is necessary at least three (3) working days in advance of the leave.

D. The Union shall have the right to post Union news on a bulletin board in all locations of the Library system. Such areas shall be designated by the Employer at the Main Library and each other Library facility. The Employer shall not interfere with the Union's right to post any matter it deems pertinent to matters related to Union business, so long as such material is not obscene, inflammatory or offensive.

2.3 Individual Rights

There shall be no reprisals of any kind, or threats thereof, taken against any employee by reason of his or her membership in the Union or participation in Union activities on behalf of self or others. Likewise, there shall be no reprisals against any employee for non-membership or non-participation in the Union by either the Employer or the Union. The parties agree to maintain, encourage and assure the dignity of and mutual respect among all staff members at the Library.

ARTICLE 3 - RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees working 20 hours a week or more in the bargaining unit. As used herein, the term "employees" means all persons employed in the following pay classifications:
1. Library Assistant I (Pay Range 1)
 2. Library Assistant II (Pay Range 2)
 3. Library Assistant III (Pay Range 3)
 4. Library Assistant IV (Pay Range 4)
 5. Library Assistant V (Pay Range 5)
 6. Library Assistant VI (Pay Range 6)
 7. Custodian (Pay Range 2)
- 3.2 Excluded positions include: managerial, seasonal, casual, substitute, computer technician, supervisors, librarians, confidential employees, all employees working less than 20 hours per week and any other employees as defined in Ohio Revised Code Chapter 4117.
- 3.3 Should there be any questions concerning the placement of a new position or classification established by the Employer in the bargaining unit, or the possible exclusion of a position from the bargaining unit, the Union and the Employer shall meet to discuss said question. Nothing in this section shall limit the rights of the Employer to establish new jobs or to establish the duties of individual jobs. However, the Employer and the Union acknowledge the duty to negotiate wages, hours, terms and conditions of employment for positions within the bargaining unit.
- 3.4 The Library may use volunteers to supplement the use of staff and to assist with routine duties such as shelf reading, preparing crafts, shelving materials and pulling materials on hold. Use of volunteers is merely supplemental to the work of paid staff and will not be used in place of staff during periods of layoff or be used as a means to reduce overall staffing levels.

ARTICLE 4 - UNION SECURITY AND DUES DEDUCTION

- 4.1 The Employer agrees to deduct from the paychecks 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 twenty-six (26) equal installments. Employees not enrolled for payroll deductions may commence deductions at any time.
- 4.4 The Union will notify the Library financial department annually in writing of the amount of dues to be deducted.
- 4.5 The Employer will not honor dues deduction 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 and a copy sent to the OAPSE State Treasurer 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 The Union will provide the Library with a list of Union officers and keep it current.

ARTICLE 5 - NEGOTIATIONS PROCEDURE 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 one-hundred twenty (120) days or less than ninety (90) 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 unless mutually agreed to in writing prior to the sixty (60) day deadline. The parties shall exchange proposals at the initial meeting upon mutual agreement.
- 5.2 Neither party shall have the authority over the selection of the other party's bargaining team. Each team may be represented by a maximum of three (3) 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 negotiation sessions, including preparation for negotiation sessions, not to exceed one (1) hour per session, during work hours in which he/she is normally scheduled to work shall receive his/her 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 Service (FMCS). Upon such request by either party, both parties shall submit a joint written request to the FMCS to provide a mediator to the parties to facilitate bargaining. Mediation shall begin as soon as possible and continue until the expiration of this Agreement or, if the parties mutually agree, may continue thereafter. If any expenses are incurred by mediation, the party requesting mediation will be responsible for all costs. If mediation is mutually requested, the costs will be shared equally.
- 5.7 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 a ten (10) day notice. For the purpose of the Agreement the definition of "strike" set forth at Ohio Revised Code Section 4117.01 (H) shall apply.

ARTICLE 6 - CONSISTENCY WITH LAW

- 6.1 If a provision of this Agreement between the Employer and the Union is 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 - GRIEVANCE PROCEDURE

7.1 Definitions

- A. A grievance shall be defined as a dispute concerning an alleged violation, misapplication, or misinterpretation of this Agreement.
- B. "Day" as used in Article VII shall mean calendar day.
- C. "Grievant" shall mean the person or Union alleging that a grievance has occurred.

7.2 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 one (1) Union Representative or one OAPSE staff representative, at all hearings of the grievance procedure.
- C. A grievance may be withdrawn at any level without prejudice.

7.3 Timeliness

All grievances must be processed at the proper step in order to be considered at subsequent steps unless both parties agree in writing to skip a step. Any grievance that 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.

7.4 Procedure

Step 1:

In order for an alleged grievance to receive consideration under this procedure, the grievant must reduce the grievance to writing, sign the appropriate form and turn the grievance in to their first line supervisor within seven (7) calendar 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 supervisor or his/her designee and receipt acknowledged. The supervisor shall investigate and provide an appropriate written answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

Step 2:

If the grievance is not resolved in Step 1, the grievant, with the appropriate employee Union representative or an OAPSE Field Representative shall refer the grievance to the Director or his/her designee, within seven (7) calendar days after receiving the Step 1 reply. The grievance must be given to the Director or his/her designee and receipt acknowledged. The Director or his/her designee shall have seven (7) calendar days in which to schedule and hold a meeting with the grievant and their appropriate Union representative. The Director or his/her designee shall respond in writing on the grievance and communicate such decision to the grievant and/or their appropriate Union representative within seven (7) calendar days following the meeting.

Step 3

Upon agreement of both parties, before a grievance is submitted to arbitration, the parties may mutually agree to mediate the grievance using a mediator from the Federal Mediation and Conciliation Service (FMCS).

Step 4:

If the grievance is not resolved to the satisfaction of the grievant in Step 2, the grievant may appeal the grievance to arbitration if such appeal is approved by the Union. The appeal to arbitration shall be made within fifteen (15) days of the receipt of the response from Step 2 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) workdays from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators submitted by the FMCS, with the Union striking first. Either party shall have the option to completely reject the list 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 the 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/her decision strictly to the interpretation, application, or enforcement of those specific Articles and/or Sections of this Agreement in question and his/her 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, subtract from, or modify the language therein in arriving at his/her determination on any issue(s) presented that are proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted for arbitration or to submit observations or declaration of opinion which are not directly essential in reaching a decision on the issue(s) in questions.

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 final and binding upon the parties. The fees and expenses of the arbitrator shall be borne by party requesting arbitration. If arbitration is mutually requested, the costs will be shared equally. The fees of the court reporter (if used) 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.

Grievance Information

All grievances shall contain the following information:

- A. Grievant's name and signature;
- B. Grievant's classification;
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
- 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 Article(s) and Section(s) of the Agreement violated; and
- I. Desired remedy to resolve the grievance.

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 (8:30 a.m. - 5:00 p.m.). 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. Upon arrival, the Union Staff Representative shall identify themselves to the Director or his/her designee.

The Union shall submit the name of and 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 off-duty time. For purposes of processing grievances, Library materials and equipment may not be used by the grievant or their Union representative. Evidence of doing so may result in disciplinary action. 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. If grievance hearings are scheduled when an employee is scheduled to be duty-free, they shall be compensated their regular hourly rate for the time incurred for the grievance hearing.

ARTICLE 8 - SENIORITY AND PROBATIONARY PERIOD

- 8.1 Upon employment there shall be a probationary period of one hundred eighty (180) days for all bargaining unit employees. A newly hired employee may join the Union before the probationary period is ended. During this probationary period, the employee may be discharged by the Employer and such discharge shall not be subject to the provisions of Article VII or Article XXII. Upon completion of the probationary period, a newly hired employee's seniority shall be computed from the original date of employment.
- 8.2 Library seniority is defined as the total length of uninterrupted service in any bargaining unit position computed from the latest date of hire. Library seniority shall be used to compute all benefits and wages and shall be used to determine bumping rights and recall as provided for in section 11.3 and 11.4.
- 8.3 Seniority shall be broken when an employee:
- A. Quits, resigns, or retires;
 - 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;
 - E. Fails to report to work within three (3) working days after being notified to do so;
 - F. Is laid off for a period of one (1) year;
 - G. Fails to report to work the next scheduled work day after having been certified by a physician that he/she is capable of returning to work following a disability or illness; or
 - H. Fails to notify the Employer of his/her intent to report for work within three (3) calendar days of receipt of the recall notice pursuant to Section 11.4 of this Agreement or fails to report to work within ten (10) calendar days of receipt of the recall notice following this notice to the Employer.
- 8.4 Any bargaining unit employee on an approved leave or who is awarded a non-bargaining unit position shall have his/her bargaining unit seniority frozen. In the event such an employee returns to the bargaining unit, all previously accumulated bargaining unit seniority shall be reinstated. No seniority shall be accrued during an authorized leave of absence of more than 30 calendar days or during time of layoff.

- 8.5 In cases of identical seniority, the Employer shall use the last four (4) digits of the social security numbers of the employees in question. The employee with the lowest number shall be considered most senior and therefore be given preference.
- 8.6 The Employer shall, on or before January 15th of each year, prepare and post a seniority list showing the Library seniority of all employees in the bargaining unit and, unless an employee or employees file written objections thereto to the Director or his/her designee within thirty (30) business days from the date the list is posted, the information on the list shall be considered accurate and binding. Such list shall be posted and updated quarterly on the Union's bulletin board at all locations.
- 8.7 At the time the contract is ratified, 60 days will be added to the probationary periods of all newly hired employees currently in their probationary periods.

ARTICLE 9 - VACANCIES

- 9.1 A vacancy is defined as a position which the Employer desires to fill, created by an increase in the workforce, by an employee leaving a position, or by the creation of a new position, within the bargaining unit.

When the Employer determines that a permanent vacancy exists in a bargaining unit position, the Employer shall post a notice of the opening for seven (7) calendar days. Information on job vacancies, including job location, hours, pay, job description and qualifications will be posted in a conspicuous non-public location at all Library locations. Any employee may apply in writing to the Director or his/her designee during this seven (7) calendar day period.

- 9.2 Filling Vacancies:

9.2.1 For filling vacancies, the applicant best qualified, based on qualifications established at the discretion of the Employer, shall be awarded the position, with seniority being one factor.

9.2.2 In considering bargaining unit candidates for the position, the Employer may interview each applicant and review his/her skill, ability, knowledge, education, experience, attendance and punctuality record and other job-related factors. The Employer shall have the right to conduct the same testing to all candidates for the position to assist in determining the best-qualified candidate for the position.

9.2.3 In an instance where the Employer determines the qualifications are equal as between bargaining unit applicants, the position will be awarded on the basis of Library seniority.

9.2.4 Where no bargaining unit applicant applies for a vacancy or meets the qualifications of the position, the Employer shall accept applications from candidates outside the bargaining unit and/or the Library.

9.2.5 Any current bargaining unit employee who has been awarded a new full-time position under this selection process shall serve a twenty-one (21) calendar day probationary period in the new position. Any current bargaining unit employee who has been awarded a new part-time position under this selection process shall serve a thirty (30) calendar day probationary period in the new position. During such probationary period, the employee may be returned to his/her former position if the Employer or the employee determines that the employee is unqualified or otherwise unsuitable to the position. During such probationary period, the Employer shall have the right to engage in the necessary steps to prepare to re-fill the position. This shall include posting the position and

interviewing candidates and advertising the position if no bargaining unit candidates apply for the position or meet the qualifications of the position.

9.2.6 Temporary Assignment - The Employer shall have the right to temporarily transfer employees. During such temporary transfer, the employee will be paid the minimum rate of pay of the position into which they were transferred or their regular rate of pay, whichever is higher, provided that such temporary transfer exceeds seven (7) calendar days. If the temporary transfer or assignment does not exceed seven (7) calendar days, the employee shall be paid at their regular rate of pay. At the end of a temporary transfer, the employee will be returned to his/her former position or retained permanently in the new position, based on the needs of the Library. In addition, the Library may choose to fill an open position left vacant by an employee transferring to another position with a temporary outside substitute.

ARTICLE 10 - PERSONNEL FILES

- 10.1 The official personnel file for each employee shall be maintained in the Administration Office of the Fairfield County District Library.
- 10.2 A current employee shall have the right, upon written request to the Director or his/her designee, and reasonable notice, to review the contents of his/her personnel file, and to receive one (1) free copy per year of any documents contained therein.
- 10.3 Personnel files shall be reviewed in the presence of the Director or his/her designee, at a mutually agreed upon time. Personnel files also may be reviewed, upon request of an employee to his/her supervisor, at the time of the annual performance review.
- 10.4 Copies of formal evaluations, if any, and correspondence or other information pertaining to the employee's conduct or performance, if any, shall be provided to the employee at the time this material is placed in the official personnel file. An employee shall have the right to submit a written answer (rebuttal) to such material within five (5) calendar days of its receipt to be included in the personnel file.

ARTICLE 11 - LAYOFF/RECALL/BUMPING

- 11.1 In the event it becomes necessary to layoff employees for any reason, those affected will be given written notice ten (10) business days before such layoff becomes effective.
- 11.2 Employees will be laid off and recalled on the basis of their seniority within their pay classification. If a position is eliminated, the employee to be laid off will be the person within the same pay classification with the least seniority. For purposes of recall, the person within the same pay classification with the most seniority will be recalled first. Part time or full time work within a pay classification is not a consideration in lay off, bumping or recall.
- 11.3 If a full-time or part-time position is eliminated or a full-time position is reduced in hours, the employee holding that position may bump a less senior employee in the same pay classification level or lower provided that the bumping employee possesses the ability to perform the work required satisfactorily with an orientation to the position and normal supervision. An employee who is displaced by a bump may in turn bump another employee with less seniority in the same or lower pay classification if the displaced employee who is bumping possesses the ability to perform the work required satisfactorily with an orientation to the position and normal supervision.
- a. If a full-time or part-time position is eliminated or a full-time position is reduced in hours, an employee may bump into a vacant position for which he/she has the ability to do the work satisfactorily with an orientation and normal supervision. In addition, an employee may choose to accept layoff and be placed on the recall list rather than bump another employee or bump into a vacant position.
 - b. A part-time position will not automatically become a full-time position because a full-time employee bumps into it. Similarly, a full-time position does not become part-time if a part-time employee bumps into it. A full-time employee able to bump into a part-time position may elect layoff instead.
- 11.4 Notice to employees for recall from layoff shall be made by certified mail, return receipt requested. The employee is required to keep the Employer informed of his/her current address and phone number. The employee recalled shall, within three (3) calendar days of receipt of recall notice, notify the Employer of his/her intention to return to work and be prepared to return to work no later than ten (10) calendar days following this notice to the Employer. A laid-off employee's right to recall expires one (1) year after the date of the layoff. However, once an employee has been recalled to work and declines the offered position or fails to respond within the timeframe outlined above, the obligation of the Employer to recall that employee ceases.

- 11.5 Copies of all recall notices shall be sent to the Local Union President for Informational purposes only.
- 11.6 No new bargaining unit employee may be hired until all eligible bargaining unit employees who meet the qualifications of the position have been offered recall. An employee who has been laid off may be recalled to any bargaining unit position that opens in the Library in his/her previous pay classification or lower provided the employee to be recalled has the ability to do the work satisfactorily with an orientation to the position and normal supervision.

ARTICLE 12 - HOURS OF WORK

- 12.1 The official workweek shall be Sunday through Saturday. The normal workweek for full-time employees shall be thirty-seven and one half (37 1/2) hours. The workday of more than 6 hours shall include an unpaid meal period of one (1) hour that shall be scheduled by the Employer. Employees shall report to work on time, which is defined as an employee being at his workstation at the start of his shift. No bargaining unit employee will have his pay docked nor be required to make up the time he is tardy for less than fifteen (15) minutes. This is not to be construed as implied permission to be tardy. Tardiness of fifteen (15) minutes or more will appear as docked time on the employee's time sheet in fifteen (15) minute increments. Chronic and excessive tardiness [more than five (5) times in one rolling twelve (12) month period] will result in progressive disciplinary action. Each successive tardy after five times in a rolling twelve (12) month period will result in progressive disciplinary action up to and including termination. Tardy violations roll off after twelve (12) months. Time sheets must accurately reflect actual time worked. Only upon approval from a supervisor may a tardy employee reschedule the time they miss in order to be paid for their original amount of time scheduled. If the time is rescheduled, the employee is still considered tardy. Time cannot be made up by skipping breaks, shortening the lunch period, or after the close of normal public service hours.
- 12.1.1 The official schedule for the upcoming work week will be finalized by 5:00 pm Thursday for the following work week. No changes can be made to the schedule after that time without prior consent from the employee and the supervisor involved.
- 12.2 Except in unusual circumstances, full-time employees (37 1/2 hours per week) shall receive two (2) paid fifteen (15) minute breaks, scheduled by the Employer. Employees working less than full-time shall receive one (1) paid fifteen (15) minute break, scheduled by the Employer, for each four (4) full hours of work. Breaks cannot be used with meal periods or to shorten the workday. When there is an unusual circumstance and no break is given, a grievance may not be filed for failure to provide a break.
- 12.3 If the Library, or any of its branches, is temporarily closed by the Director or his/her designee due to an emergency or severe weather, permanent full-time and part-time 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 up to a maximum of five (5) working days in one (1) calendar year. Employees who are on any approved leave will not receive additional time off as the result of such a closing. Those employees asked to stay on the job or report to work after such a closing will receive time and one-half (1 1/2) for those hours worked after closing. Depending on the circumstances of the closing, staff may be reassigned to another Library location. In the case of inclement weather, if conditions improve, staff may be called in to complete a shift. No overtime will be paid in such an instance and the employee will not be required to stay past the time they were originally scheduled to work.

Employees who report that they are unable to get to work due to inclement weather or other emergency conditions when the Library is open shall be charged accumulated personal and/or vacation time for those hours of work missed. Should the employee have no accumulated leave they will be paid only for the hours worked during that pay period.

- 12.4 For most full-time bargaining unit employees, Sunday will count as a full day of work. Full-time employees, except those assigned to the Building Services Department, will receive regular compensation for a full day (7.5 hours) of work for working scheduled time of at least 4.5 hours on a Sunday. All compensatory time taken in lieu of work must also equal 7.5 hours, i.e., to take vacation, personal, or sick leave for a Sunday, the employee will be charged for 7.5 hours.

All part-time bargaining unit employees and Building Services staff scheduled to work on Sunday shall receive premium pay of \$3.50 per hour in addition to their regular rate of pay for all hours worked on Sunday. Premium pay will apply only to time actually worked with sick leave, personal leave and vacation paid at the regular rate of pay.

- 12.5 Any employee who works a split shift at the direction of the Library shall receive the mileage allowance for the distance traveled from work to home and back to work between the work periods of the split shift.

- 12.6 Scheduled work hours missed due to unexcused absence will be subject to disciplinary action up to and including termination.

ARTICLE 13 - OVERTIME

13.1 Time and one-half (1 1/2) shall be paid for all approved time actually worked over forty (40) hours in any given work week. Prior approval for such overtime must be received from the Director or his/her designee. Any time worked over thirty-seven and one half (37 1/2) hours and up to forty (40) hours in a workweek shall be paid at the employee's regular rate of pay.

ARTICLE 14 - BEREAVEMENT LEAVE

- 14.1 When a death occurs in an employee's immediate family, the employee may request Bereavement Leave up to a maximum of five (5) calendar days beginning with the day of death. An employee will be paid for any work time previously scheduled during the five calendar days of Bereavement Leave.

The immediate family of an employee is defined as and limited to:

- Father, father-in-law, or step-father
- Mother, mother-in-law or step-mother
- Husband/wife
- Son, son-in-law or step-son
- Daughter, daughter-in-law or step-daughter
- Brother, half brother, brother-in-law or step-brother
- Sister, half sister, sister-in-law or step-sister
- Grandchild, grandparent or grandparent-in-law
- Partner or person living in the same residence as part of the same household for at least the previous six months.

- 14.2 Should more than five (5) calendar days be needed, up to five (5) additional calendar days may be taken as vacation/sick leave at the discretion of the Director. Employees with no remaining personal leave/vacation/sick leave at the time of the death may request additional time off without pay at the discretion of the Director. Such leave shall not exceed an additional five (5) calendar days.
- 14.3 When a death occurs in an employee's immediate family which requires time for the body to be returned to the family before funeral arrangements can be made, the employee may request up to five (5) bereavement days (14.1) to be postponed in order to accommodate funeral arrangements. Verifying documentation (copy of obituary or military paperwork for example) may be requested by the Employer.
- 14.4 Employees wishing to attend any other funeral may request vacation at the discretion of the Director not to exceed a maximum of five (5) calendar days beginning with the day following the day of death.
- 14.5 Verifying documentation (copy of obituary for example) may be requested by the Employer. Any request for Bereavement Leave which is later found to have been misused will be considered grounds for immediate termination.
- 14.6 When a death occurs in the immediate family while an employee is on vacation, up to an additional five (5) days of vacation may be requested, to be scheduled within the needs of the Library, to compensate for previously scheduled vacation days used for Bereavement Leave. The number of rescheduled vacation days shall not exceed the number of vacation days lost due to Bereavement Leave.

ARTICLE 15 - HOLIDAYS

15.1 Full-time (37.5 hrs/wk) employees not on layoff or unpaid leave shall be entitled to ten (10) paid holidays:

New Year's Day	Veteran's Day (observed)
President's Day (observed)	Thanksgiving Day (observed)
Memorial Day (observed)	Christmas Eve Day
Independence Day	Christmas Day
Labor Day (observed)	New Year's Eve Day

15.1.1 Should a holiday fall on a day the employee is not normally scheduled to work, another day off will be given during the workweek.

15.2 Part-time employees as set forth herein not on layoff or leave shall be entitled to the following paid holidays:

Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Independence Day

Holiday pay for part-time employees shall be based on the normal weekly schedule and shall be granted as follows:

Thirty (30) hours weekly = six (6) hours of holiday pay
Twenty (20) hours weekly = five (5) hours of holiday pay
Fifteen (15) hours weekly = three (3) hours of holiday pay
Less than fifteen (15) hours weekly = two (2) hours of holiday pay

15.3 Religious Holidays

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

15.3.2 A full-time bargaining unit member may be absent with pay on a religious holiday not included in Article XV. The holiday must be observed by a bona fide religion or religious body, which has historically observed the religious holiday in such a fashion as to preclude attendance at work. Such absences shall not exceed two (2) days during the calendar year. The schedule established in 15.2 for part-time staff shall also apply for religious holidays.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.1 The Employee and Employer will comply with all actions required by the Family and Medical Leave Act Uniformed Services Employment and Reemployment Rights Act (USERRA). Rules and procedures for eligibility will be established and copies will be provided to all staff members.
- 16.2 All employees must establish eligibility and apply for Family and Medical Leave Act benefits within the rules and procedures established by the Library.
- 16.3 Employees granted Family and Medical Leave must use sick leave concurrently with FMLA leave and may choose to use any accrued vacation or personal leave concurrently with FMLA or retain all or a portion of accrued vacation or personal leave to be available after FMLA leave eligibility has expired. All leave must be used within other applicable provisions of this contract, i.e., vacation and personal leave may not be carried beyond its expiration date.
- 16.4 The Employer will require medical opinion(s) and/or certification from the attending physician(s) on the need for continuing care and the inability to perform one's job, or the need to care for an ill family member. Medical certification must include the date the condition began, probable duration and appropriate medical facts in order to support an employee's claim to take temporary medical leave. Medical certification will also be required before an employee is allowed to return to work. The Employer can (at the Employer's expense) require the employee to obtain a second opinion and if that is different from the first opinion, a binding third opinion.
- 16.5 The Employer will continue to pay its portion of the health insurance premium for the employee during the time the employee is on approved Family and Medical Leave. The Employer will, however, require that the employee repay the health care premiums paid by the Employer during the leave if the employee does not return to work for a period of at least 60 days for reasons other than a serious health condition.
- 16.6 The Employer will not pay the employee nor pay OPERS or other benefits other than the health premium. The employee continues to be responsible for their share of the health insurance premium.
- 16.7 Employees needing intermittent/reduced-schedule leave must work with the Employer to schedule the leave, subject to medical necessity, so as not to unduly disrupt the Employer's operation. Leave is subject to the approval of the Employer. In such cases, the Employer may transfer the employee temporarily to an alternative job that accommodates recurring periods of leave better than the employee's regular job. Such a transfer would not result in the loss of the employee's regular hourly rate of pay or benefits to which the employee is regularly entitled.

16.8 Should the employee be unable to return to work or fail to return to work at the end of FMLA eligibility and depletion of leave benefits, employment shall be terminated. In cases of industrial illness or injury, an unpaid leave of absence shall be granted upon notice supported by medical evidence for the full period of temporary total disability. Such leave shall terminate automatically when the employee is either capable of returning to work or is deemed never capable of returning to work, as certified by the physician in charge of the case, whichever is shorter.

16.9 Leaves of Absence (Other than Family and Medical Leave)

- A. Upon written request, the Employer may grant an unpaid leave of absence for a period of not more than ninety (90) calendar days. Vacation and personal leave must be exhausted before an unpaid leave is granted.
- B. A leave of absence is any authorized absence without pay of one (1) workday or more and is not considered a break in seniority for a period of up to ninety (90) calendar days but seniority shall not accrue during the leave of absence.
- C. Employees returning from a leave of absence of forty-five (45) calendar days or less will be reinstated to their former position.
- D. Accrued personal leave and vacation, if any, must be used prior to the effective date of any leave of absence.
- E. Probationary employees may be granted a leave of absence for emergency reasons for a maximum period of two (2) weeks.
- F. During the approved leave of absence period, the employee will not accumulate vacation, sick leave or personal leave. An employee will not be paid for holidays during an unpaid leave of absence.
- G. A leave of absence of more than forty-five (45) calendar days will require the employee to assume payment of health, dental, short and long-term disability and life insurance benefit premiums, if Board paid, for the duration of the leave.
- H. The employee is expected to return to regularly assigned duties on the first scheduled day following the expiration date of the approved leave. If the employee does not return to work as scheduled, employment will be terminated.
- I. The employee must give written notification of at least one (1) calendar week prior to the actual return date, including early return.

J. After the leave of absence has been approved, the leave of absence may not be cancelled by the employee without authorization by the Director or his/her designee.

K. A leave of absence will be cancelled by the Employer upon evidence that the cause for its original authorization was fraudulent or has ceased to exist. If fraudulent, the employee is subject to immediate termination from employment.

16.10 All leaves that are granted, whether paid or unpaid, for purposes which are Family and Medical Leave qualifying, shall be charged as Family and Medical Leave and shall be subject to the twelve (12) week per preceding twelve (12) month period limitation for length of Family and Medical Leave. The Employer will abide by its legal obligations under the Family and Medical Leave Act with regard to notice to employees.

ARTICLE 17 - PERSONAL LEAVE

17.1 Upon completion of a probationary period, personal leave shall be awarded on or after January 1 each year to eligible employees based upon the following schedule:

Employees who have completed their probationary period before January 1:

- Full-time (37.5) hours weekly = twenty-two and one-half (22.5) hours of personal leave
- Twenty (20) hours weekly = sixteen (16) hours of personal leave
- Fifteen (15) hours weekly = eight (8) hours of personal leave
- Less than fifteen (15) hours weekly = four (4) hours of personal leave

Employees completing their probationary period between January 1 and April 15 in a calendar year:

- Full-time (37.5) hours weekly = twenty-two and one-half (22.5) hours of personal leave
- Twenty (20) hours weekly = sixteen (16) hours of personal leave
- Fifteen (15) hours weekly = eight (8) hours of personal leave
- Less than fifteen (15) hours weekly = four (4) hours of personal leave

Employees completing their probationary period between April 16 and July 31 in a calendar year:

- Full-time (37.5) hours weekly = fifteen (15) hours of personal leave
- Twenty (20) hours weekly = five (5) hours of personal leave
- Fifteen (15) hours weekly = three (3) hours of personal leave
- Less than fifteen (15) hours weekly = two (2) hours of personal leave

Employees completing their probationary period between August 1 and November 15 in a calendar year:

- Full-time (37.5) hours weekly = seven and one-half (7.5) hours of personal leave
- Twenty (20) hours weekly = three (3) hours of personal leave
- Fifteen (15) hours weekly = two (2) hours of personal leave
- Less than fifteen (15) hours weekly = one (1) hour of personal leave

- 17.2 Personal leave may be taken in minimum amounts of one-half (1/2) hour. Personal leave must be taken between the award date and December 31st of the calendar year. Personal leave cannot be accumulated. An employee must present a leave request form to his/her supervisor to account for any personal time used. If the request was made verbally, the paperwork may be filed later and attached to the appropriate time sheet.
- 17.3 Personal leave is intended to be used primarily for emergencies and situations where advanced scheduling is not possible. A supervisor must grant an employee's request for personal leave and may not require an explanation as to the reason personal leave is needed. However, if a pattern of abuse occurs, a supervisor may address such a pattern of abuse, (such as every Friday afternoon at 3:00 p.m.) with disciplinary action according to Article XXII of the Union contract. An employee is expected to notify his/her supervisor at the first available opportunity when personal leave is being used for an emergency. If an employee knows in advance that personal leave will be needed, prior arrangements should be made with the supervisor. When an employee has an emergency and no personal hours remaining, the employee may choose to use vacation hours or choose to be off without pay. The choice to be off without pay will be treated as an unexcused absence subject to disciplinary action.
- 17.4 Personal leave for full time employees that has not been scheduled by November 1st will be scheduled by the Employer. 75% of the total personal leave for part time employees that has not been scheduled by November 1st will be scheduled by the Employer. If necessary, scheduled leave may be changed by the employee due to an emergency situation.
- 17.5 If an employee resigns, is terminated or is laid off, he/she will be paid for any unused personal leave.

ARTICLE 18 - SICK LEAVE

- 18.1 Absences due to illness shall be reported to the immediate supervisor at the earliest possible time and no later than one-half (1/2) hour before the expected start of the employee's workday. In addition, each department/branch shall set up guidelines for calling off and employees are expected to follow those specific to their location. All sick leave requests, paid or unpaid, require documentation in the form of a leave request form to attach to the time card during the pay period when the absence occurred.
- 18.2 Sick leave will be granted for the following reasons: absence of the employee due to his/her own bona fide illness, injury, medical confinement, pregnancy-related medical conditions, quarantine or disability; absence of the employee for bona fide medical, dental, optical or psychological appointments by an appropriate practitioner; and absence by the employee for bona fide medical appointments, surgery, childbirth, critical or sudden illness of a member of the employee's immediate family or household requiring that the employee act as caregiver. (See Article 14.1 for definition of immediate family.)
- 18.3 Absences due to illness and/or sick leave of three (3) or more consecutive work days or four (4) scheduled work days within a rolling two (2) week period will require a doctor's certificate to return to work. Without a FMLA-recognized serious health condition, sick leave absences in a rolling twelve (12) month period totaling more than one hundred (100) hours for full-time employees and the equivalent of the hours in three (3) work weeks for part-time employees, will be considered excessive and will be subject to progressive disciplinary action up to and including termination. Each separate absence over the limits set forth will be considered as a single event subject to the disciplinary steps up to and including termination. For scheduled time lost due to illness and/or sick leave for part-time employees or for full-time employees in excess of accumulated sick leave, the employee may choose to use vacation hours, personal leave or choose to be off without pay. The choice to be off without pay will be treated as an unexcused absence subject to disciplinary action.
- 18.4 Application by an employee for sick leave through fraud or dishonesty will result in disciplinary action up to and including termination. Patterns of sick leave usage immediately prior or subsequent to holidays, vacations, or other paid time off may result in disciplinary action. The Library may require a physician's statement to justify use of sick leave on the day before or after a holiday.
- 18.5 Each full-time employee is granted sick leave after the leave has been earned. Sick leave will accrue at a rate of 9.33 hours per month and is available after the last pay check of the month is distributed. The amount of sick leave an employee has available is that amount reflected on his/her last pay stub.
- 18.6 All full-time employees in the bargaining unit will have their maximum sick leave accumulation limit set at four hundred fifty (450) hours. No bargaining unit employee will be able to accumulate more than four hundred fifty (450) hours of sick leave.

- 18.7 Accumulated sick leave will not be accepted from a former employer. Accumulated sick leave will be forwarded to a new employer upon written request to the Administrative Office from the new employer.
- 18.8 If a full-time employee uses 15 hours or less sick leave time within one (1) calendar year, one extra day of vacation will be awarded to be used during the following year.
- 18.9 At the time of retirement from the FCDL, and upon application and approval of retirement with OPERS, full time employees retiring with five (5) or more years of continuous service with the Library shall be paid for fifty percent (50%) of their accumulated sick leave which will be calculated at their regular rate of pay upon retirement.
- 18.10 Unused and accrued sick leave will automatically be banked for an employee who is bumped from a full time position or upon layoff. The banked sick leave will only be reinstated if the employee returns to a full time position before the right to recall expires or is cancelled. Once the right to recall expires or is cancelled, all sick leave is lost.
- 18.11 Up to fifteen (15) hours per calendar year of doctor certified illness will be excused without discipline for employees who have exhausted or have no paid time off at the time of the absence.

ARTICLE 19 - JURY DUTY

- 19.1 An employee who is called for jury service shall be excused from work for the days on which he/she serves, and shall receive for such days of jury service, on which he/she otherwise would have worked, the difference between the payment received for such jury service and the amount he/she would have received had he/she worked such day. An employee will turn in his/her written notice of jury duty to his/her supervisor as soon as he/she receives it. An employee who is excused from jury duty after reporting for such will return to work immediately. An employee must present proof of payment for jury duty to the Administrative Office.
- 19.2 An employee who is called as a witness to testify on the Employer's behalf or subpoenaed to testify as a witness with respect to matters relating to his/her employment at the Library, shall be paid at his/her appropriate rate for all time lost from scheduled work less the payment he/she receives as a witness. No employee shall receive pay under this Section if he/she testifies against the Employer in matters arising between the Union and the Employer or in matters in which the employee brings a claim or suit against the Library unless otherwise specified throughout this Agreement. No employee called to testify as a witness in court matters unrelated to the Library shall receive pay under this Section.

ARTICLE 20 - VACATION

- 20.1 Vacation is awarded on January 1st each year for all employees who have successfully completed their probationary periods with the Library. Vacation awards must be used within the calendar year. Unused vacation may not be carried over to the next year nor will the Library make any monetary payment of unused vacation. Vacation time cannot be used until it has been awarded.
- 20.2 The amount of vacation awarded to full-time employees is as follows:
- Employees with less than one (1) year of employment who have completed their probationary period by January 1st – one (1) week (37.5 hours)
 - January 1st Employees with one (1) continuous year but less than four (4) years of employment – two (2) weeks (75 hours)
 - January 1st: Employees with four (4) continuous years but less than nine (9) years of employment – Three (3) weeks (112.5 hours).
 - January 1st Employees with nine (9) continuous years but less than nineteen (19) years of employment – Four (4) weeks (150 hours)
 - January 1st Employees with nineteen (19) or more continuous years of employment– Five (5) weeks (187.5 hours).
- 20.3 The amount of vacation awarded to a part-time employee is as follows:
- Employees with less than one (1) year of employment who have completed their probationary period by January 1st: - vacation equal to number of hours regularly scheduled in a one (1) week period
 - January 1st Employees with one (1) continuous year but less than four (4) years of employment – vacation equal to number of hours regularly scheduled in a two (2) week period
 - January 1st: Employees with four (4) continuous years but less than nine (9) years of employment – vacation equal to number of hours regularly scheduled in a three (3) week period
 - January 1st : Employees with nine (9) continuous years but less than nineteen (19) years of employment – vacation equal to number of hours regularly scheduled in a four (4) week period
 - January 1st : Employees with nineteen (19) or more continuous years of employment– vacation equal to number of hours regularly scheduled in a five (5) week period
- 20.4 Employees leaving employment shall be paid for awarded but unused vacation.
- 20.5 Employees with at least one continuous year of employment may request up to two weeks of vacation for the upcoming year beginning December 1st. After January 2nd, all other awarded vacation may be submitted for approval. Except in the case of an emergency, all vacation requests must be submitted on a printed leave request form to the

immediate supervisor before the request will be considered. Supervisors will consider vacation requests in chronological order, by date submitted. If two or more requests are submitted the same day for the same dates, seniority will determine the first considered. When an employee's request for vacation conflicts with a request made by an employee outside the bargaining unit, such conflicts will be given equal consideration without regard to the fact that the other request is from an employee outside the bargaining unit. Vacation must be scheduled in no smaller than one hour increments.

- 20.6 The needs of the Employer will be the sole criterion for approval/refusal of vacation requests. Generally, no more than one person per job classification within a department may be off at the same time. The supervisor will approve/refuse each vacation request depending on the needs of the department/branch. The Library reserves the right to deny a vacation request if coverage cannot be obtained. On October 1 each year, vacation time that has not been requested and approved will be scheduled by the Employer. If the needs of the Library are satisfied, consideration will be given to reschedule previously approved vacation leave.
- 20.7 Part-time staff may choose to use vacation for time lost due to a bona fide illness or injury. This circumstance must be noted on a time sheet as it negates perfect attendance.
- 20.8 In the event of death of any employee, his/her unused vacation shall be paid to his/her surviving spouse or his/her estate.
- 20.9 If a full time employee uses 15 hours or less of paid sick leave time within one (1) calendar year, beginning on January 1 and ending on December 31, one extra day of vacation leave will be awarded to be used during the following year.
- 20.10 Additional vacation leave time will be awarded to any regular employee who maintains perfect attendance between January 1st and June 30th in a calendar year and/or between July 1st and December 31st in a calendar year. To be eligible for either period, an employee must have been employed for the entire period. Probationary periods are not eligible for such awards.
- 20.11 Awards will be made on January 15th and July 15th each year and the extra vacation time must be used in the calendar year it is awarded. Time earned will be based on the following schedule:

- Full-time (37.5) hours weekly = seven and one-half (7.5) hours of vacation
- Thirty (30) hours weekly = four (4) hours of vacation
- Twenty (20) hours weekly = three (3) hours of vacation
- Fifteen (15) hours weekly = two (2) hours of vacation
- Less than fifteen (15) hours weekly = one (1) hour of vacation

Perfect attendance is defined as an employee working the normal hours scheduled by the Employer. Approved vacation, personal leave, FMLA leaves, approved bereavement or

jury duty leave shall not hinder a perfect attendance record. Extra hours agreed upon but not worked will forfeit a perfect attendance record. Tardiness which has escalated to any level of discipline negates perfect attendance.

ARTICLE 21 - INSURANCE

21.1 Bargaining unit employees who work thirty seven and one half (37.5) hours per week shall receive the following benefits:

Life Insurance	\$30,000.00	(Premium paid by Employer)
Accidental Death and Dismemberment	\$30,000.00	(Premium paid by Employer)
Short Term Disability	Described by Insurance Company Booklets	(Premium paid by Employer)
Long Term Disability	Described by Insurance Company booklets	(Premium paid by Employer)
Hospitalization, Medical and Major Medical	Described by Insurance Company	(The premium for single coverage will be paid at 85% by the Employer and 15% by the employee for the life of this Agreement.)
Dental Plan Insurance	Described by Insurance Company booklets	(The premium for single coverage will be paid at 85% by the Employer and 15% by the employee for the life of this Agreement)

21.2 The Employer will establish an insurance committee that includes bargaining unit employees which, on an ongoing basis, will look at insurance options.

21.3 Part-time employees will be given access to dental insurance, to be paid by the employee at the Employer's cost.

ARTICLE 22 - DISCIPLINE

- 22.1 The Library has the sole right and responsibility to establish reasonable rules and appropriate procedures for the discipline of Library employees. Such rules and procedures shall not, however, contradict any provision in this Agreement.
- 22.2 Administering discipline is a management right. Discipline may result from a violation of a work rule or policy or for unsatisfactory job performance.
- 22.3 Employees will be informed of the standards, rules and/or directives which they are expected to meet or obey and the consequences of failure to meet or obey said standards, rules or directives. Supervisors will inform employees of concerns as soon as possible after an infraction, and may keep informal documentation. These may lead to formal disciplinary action if uncorrected.
- 22.4 Disciplinary measures that may be considered are:
- A. Written Warning
 - B. Written Reprimand
 - C. Suspension
 - D. Discharge

Employees will be notified in writing of the date, time and place of disciplinary meetings for written warnings or reprimands. Each measure taken will be followed by written documentation from the employee's supervisor with a copy to the employee and a copy to the employee's file.

The Employer has the right to give more than one (1) warning or reprimand in lieu of a higher level of discipline. However, higher levels of discipline up to and including termination may occur for first offenses, such as violation of criminal law while at work; theft of Employer property; unauthorized or unreported absences; and any other just cause offenses.

- 22.5 Before a suspension or discharge, except for egregious behavior that threatens the safety or security of persons or property, the Employer will notify the employee and the Union President of a meeting with the employee, which shall include one (1) Union representative, the employee's supervisor and the Director or his/her designee. The written explanation for the suspension or discharge will be sent to all parties prior to the meeting and any written defense of the employee will be forwarded to all parties. This meeting will be scheduled at a mutually agreed upon time and afford the employee an opportunity to present a statement. The Director or his/her designee will inform all participants, in writing, of the action to be taken within five (5) business days of the above-referenced meeting when possible.
- 22.6 Only suspensions and discharges are subject to arbitration. The Employer shall not be required to respond to any grievance filed solely as a result of a written warning or written reprimand.

ARTICLE 23 - SALARIES

23.1 Each Bargaining Unit pay classification shall have a probationary rate of pay and a regular rate of pay. The regular rate of pay will be earned once new or transferred employees successfully complete prescribed probationary periods. A regular employee who successfully bids and receives a position at a lower pay classification will receive the regular rate of pay for that position from the start of the transfer. (A regular employee is defined as an employee who has completed his/her 180 day probationary period as a new hire of the library).

The Library will reopen salary negotiations upon request in 2014 and 2015 with the Union once funding has been established and prior to any increases in salaries for any Library employee.

Pay Classification	Probationary	
Library Assistant VI	\$14.91	\$16.64
Library Assistant V	\$13.49	\$15.06
Library Assistant IV	\$12.23	\$13.64
Library Assistant III	\$11.08	\$12.35
Library Assistant II	\$10.03	\$11.19
Library Assistant I	Minimum Wage	\$8.82
Custodial	\$10.03	\$11.19

ARTICLE 24 - OPERS PICK-UP

- 24.1 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 Library.
- 24.2 The pick-up percentage shall apply uniformly to all employees.
- 24.3 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.
- 24.4 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 any pre-tax deductions.
- 24.5 The negotiated Salary Schedule amount for each employee shall be utilized for all other calculations for the Unemployment Compensation, sick leave, Worker's Compensation, severance pay, and retirement calculations.
- 24.6 The pick-up will be at no cost to the Library and is solely for the purposes 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 - LABOR MANAGEMENT COMMITTEE

- 25.1 A committee shall be established for the purpose of discussing issues relating to labor and management, including but not limited to health and safety, community relations and personnel issues. The committee shall consist of four (4) members, two (2) currently employed bargaining unit members representing the Union and two (2) representatives of the Library. This committee shall meet as necessary, not to exceed once a month, and not to exceed one (1) hour per meeting except as authorized by the Director or his/her designee. While the purpose of this Committee is not to negotiate issues, the Committee may discuss differences between the Employer and the Union in an effort to resolve issues outside the grievance procedure.

ARTICLE 26 - PROFESSIONAL TRAINING AND DEVELOPMENT

- 26.1 The Employer supports and encourages the efforts of its employees to further their professional education and training. In the event the Employer requires an employee to attend professional development conferences, seminars, etc., the Employer agrees to compensate such employee, at their regular rate of pay, for those hours reasonably required by the employee to attend such conferences, seminars, etc., including driving time to and from a scheduled event, but not including any meal times or an overnight stay beyond the time of the scheduled event. Additionally, if an employee's attendance is required as aforesaid, the Employer agrees to pay any registration fee, travel expenses and reasonable per diem, lodging and/or food costs.
- 26.2 Should an employee request an opportunity to attend a job-related professional development conference, seminar, training, etc., not required by the Employer, the Library will make every reasonable effort to accommodate such opportunities with paid time. If funding is available, and at the discretion of the Library Director, full or partial payment for travel, registration, per diem, etc., may be provided.

ARTICLE 27 - UNIFORM ALLOWANCE

- 27.1 Annually or upon completion of a probationary period within the department, each full time Building Services employee will be provided with six (6) FCDL uniform work shirts and each part time Building Services and Outreach Services employee will be provided with four (4) uniform work shirts. According to federal law, the cost of the shirts are considered part of an employee's wages and are subject to applicable taxes.
- 27.2 Uniforms provided by the Library must be worn while on duty.

ARTICLE 28 - RESIGNATION

- 28.1 Resignations shall be submitted, in writing, to the Director or his/her designee. Ten (10) working days' notice is expected for those employees in the bargaining unit. The last day of work must be clearly stated in the resignation. All written resignations will be accepted upon receipt by the Library Director or his/her designee. Resignations cannot be rescinded after receipt and the resigning employee must thereafter seek re-employment for open positions like any other applicant.
- 28.2 Final paychecks will be issued following the receipt of keys, key fobs and other Library items entrusted to the employee during employment.

ARTICLE 29 - TERMS OF AGREEMENT

- 29.1 The written provisions of this Agreement between the Fairfield County District Library and Local #040, OAPSE/AFSCME Local 4/AFL-CIO, represents 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 30 – SURVEILLANCE EQUIPMENT

- 30.1 Use of surveillance cameras/monitors is primarily for security reasons and to prevent and remedy misconduct. Consequently, surveillance cameras/monitors shall not be used for regular employee performance evaluations, in the absence of a specific reason to do so.

ARTICLE 31 - DURATION

31.1 This Agreement shall continue in full force and effect from January 1, 2014 through midnight December 31, 2016. Should parties fail to finalize negotiations on a new contract by December 31, 2016, the existing agreement will remain in effect until a new contract is fully ratified.

In witness whereof the parties have executed duplicate copies of this Agreement.

SIGNED:

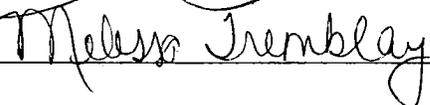
FAIRFIELD COUNTY DISTRICT LIBRARY



Date: 12-17-13



Date: 1/3/14

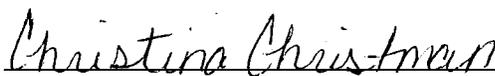


Date: 1/7/14

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE) LOCAL #040



Date: 1-9-14



Date: 1-3-14



Date: 1-2-14

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Memorandum of Understanding

As per agreement on 12/12/13, the Library will remit a one-time payment of \$200.00 to the following employees: Judy Adams, Phiteka Booth and Doris Conkey. The one-time lump sum payment will be made in a separate check to be issued at the time of the first regular pay period of 2014.

Doris A. Conkey

For the Union *Christina Christman*

For the Library *Marty Steiner 12/19/13*

Memorandum of Understanding

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The Fairfield County District Library (Library) and OAPSE/AFSCME Local 4/AFL-CIO, Local #040 (Union) agree that all library locations will close from December 24, 2014 through January 1, 2015.

During the closure, all staff will be paid for holidays as negotiated. In addition, all library staff may submit vacation or personal leave requests to make up for the hours of work time not covered during this closing period by holiday pay up to the number of hours per week an individual is normally scheduled to work. The choice to use paid time off (2014 personal leave or vacation) must be submitted on a leave request form no later than November 1, 2014 or the time off will be unpaid. The Library reserves right to schedule employees as needed before and after the closing period to adequately cover service areas. Such scheduling may impact requests for paid or unpaid time off. Tentative schedules will be prepared no later than November 1, 2014 for the two weeks affected by the closing period so that no employee saves back more vacation or personal leave time than can be accommodated.

A staff member who has exhausted his/her 2014 personal leave may schedule any or all of his/her 2015 personal leave to use (up to the number of hours normally scheduled to work and not covered by holiday pay or days worked before and after the closing) during the closure period contingent upon his/her return to work in 2015. The choice to use 2015 personal leave must be submitted on a leave request form no later than December 22, 2014 or the request will be denied and the time off will be unpaid.

An employee may elect to be unpaid in lieu of using vacation or personal leave during this closure. Any bargaining unit employee may elect to use paid time off for part and not all of their unpaid time off.

The Library reserves the right to use employees to cover emergencies, special approved projects or to monitor building controls as needed. Payment for time worked during this week will be at the regular rate of pay.

The Library and the Union agree that this temporary closure and subsequent details pertaining to it are non-precedent setting. The parties agree that no grievances will be filed or processed over its terms or the subjects dealt with herein.

AGREED:

Christina Carroll

For the Union

Marilyn Steiner

For the Library

Date: 7-15-14

Date: 7-15-14

Memorandum of Understanding

The Fairfield County District Library (Library) and OAPSE/AFSCME Local 4/AFL-CIO, Local #040 (Union) agree that, effective immediately, all full time bargaining unit employees will be paid for seven and a half (7.5) hours for each of the ten (10) paid holiday agreed upon in Article 15 of the current Bargaining Unit Contract.

Additionally, the Library and the Union agree that full time employees whose regular schedule provides for workdays shorter or longer than the standard seven and a half (7.5) hours, may choose to preschedule time off in increments up to the normal number of work hours regularly scheduled for that particular day of the week. (E.g. If the employee is normally scheduled to work eight and a half (8.5) hours on a Wednesday, the employee may request up to eight and a half (8.5) hours of vacation that day rather than taking seven and a half (7.5) hours of vacation and having to make up the difference later in the week in order to get in a full thirty-seven and a half (37.5) hours for the week. Days of the week normally scheduled for seven and a half (7.5) hours or less cannot be prescheduled as paid time off for more hours than what a normal schedule provides for. Leave request forms should specify the number of hours requested for each day off when submitted for approval.

The Library and the Union agree that the Labor Day holiday in 2014 set no precedent by paying two employees more than seven and a half (7.5) hours for that particular holiday while this agreement was being considered.

The parties agree that no grievances will be filed or processed over its terms or the subjects dealt with herein.

AGREED:

Christina Carroll

For the Union

Maureen J. Steiner

For the Library

Date: 9-15-14

Date: 9/15/14

Memorandum of Understanding

Having met and discussed the issues related to the bargaining unit salary negotiations the Fairfield County District Library ("Library") and OAPSE/AFSCME Local 4/AFL-CIO, Local #040 ("Union") hereby agree as follows:

In 2015, all bargaining unit salaries will be frozen at 2014 levels.

At the time this reopener agreement is approved by both the Union and the Library (est. Dec. 16, 2014), all current bargaining unit employees not in a probationary status will be eligible for a one-time lump sum payment. Payments are not contingent upon an employee's salary or hourly wage. A direct deposit payment will be made to each eligible employee in the amount set forth herein: full-time employees \$775, part-time employees \$425, less normal employment related withholdings.

Upon request in 2015, the Library will reopen salary negotiations for 2016 with the Union once funding has been established and prior to any increases in salaries for any Library employees.

Said Memorandum of Understanding shall be in full force and effect upon execution.

Signed this 16th day of December, 2014.

AGREED:

Christina Caswell

For the Union

Date: Dec. 11, 2014

Margaret Guigay
Margaret Guigay

For the Library

Date: 12-16-14

MEMORANDUM OF UNDERSTANDING

Having met and discussed the issue related to sick leave of bargaining unit employees, the Fairfield County District Library ("Library") and OAPSE/AFSCME Local 4/AFL-CIO, Local #040 ("Union") hereby state and agree that Article 18 – Sick Leave will be amended as follows:

ARTICLE 18 - SICK LEAVE

- 18.1 Absences due to illness shall be reported to the immediate supervisor at the earliest possible time and no later than one-half (1/2) hour before the expected start of the employee's workday. In addition, each department/branch shall set up guidelines for calling off and employees are expected to follow those specific to their location. All sick leave requests, paid or unpaid, require documentation in the form of a leave request form to attach to the time sheet during the pay period when the absence occurred. Sick leave is charged in quarter hour increments up to a full scheduled work day.
- 18.2 Sick leave will be granted for the following reasons: absence of the employee due to his/her own bona fide illness, injury, medical confinement, pregnancy-related medical conditions, quarantine or disability; absence of the employee for bona fide medical, dental, optical or psychological appointments by an appropriate practitioner; and absence by the employee for bona fide medical appointments, surgery, childbirth, critical or sudden illness of a member of the employee's immediate family or household requiring that the employee act as caregiver. (See Article 14.1 for definition of immediate family.)
- 18.3 Absences due to illness and/or sick leave of three (3) or more consecutive work days or four (4) scheduled work days within a rolling two (2) week period will require a doctor's certificate to return to work. Without a FMLA-recognized serious health condition, sick leave absences in a rolling twelve (12) month period totaling more than one hundred (100) hours for full-time employees and the equivalent of the hours in three (3) work weeks for part-time employees, will be considered excessive and will be subject to progressive disciplinary action up to and including termination. Each separate absence over the limits set forth will be considered as a single event subject to the disciplinary steps up to and including termination. For scheduled time lost due to illness and/or sick leave in excess of accumulated sick leave, the employee may choose to use personal leave; vacation only if personal leave has also been exhausted; or choose to be off without pay. The choice to be off without pay will be treated as an unexcused absence subject to disciplinary action provided FMLA does not apply.

Mar. 19. 2015 3:34PM

- 18.4 Application by an employee for sick leave through fraud or dishonesty will result in disciplinary action up to and including termination. Patterns of sick leave usage immediately prior or subsequent to holidays, vacations, or other paid time off may result in disciplinary action. The Library may require a physician's statement to justify use of sick leave on the day before or after a holiday.
- 18.5 Each full-time employee is granted sick leave after the leave has been earned. Sick leave will accrue at a rate of 9.33 hours per month for full time employees. Each part-time employee regularly working 20 hours or more per week is granted sick leave after the leave has been earned. Sick leave will accrue at a rate of 4 hours per month for eligible part - time employees. Sick leave earned for the month is available after the last pay check of the month is distributed. The amount of sick leave an employee has available is that amount reflected on his/her last pay stub.
- 18.6 All full-time employees in the bargaining unit will have their maximum sick leave accumulation limit set at four hundred fifty (450) hours. No bargaining unit employee will be able to accumulate more than four hundred fifty (450) hours of sick leave.

Eligible part-time employees will have their maximum sick leave accumulation limit set at two hundred (200) hours. No part time bargaining unit employee will be able to accumulate more than two hundred (200) hours of sick leave. When an employee is involuntarily bumped from a full time position to a part time one, he/she may only retain up to two hundred (200) hours of sick leave for use as a part time employee.

When an employee is laid off or is involuntarily bumped from a full time position to a part time position, sick leave hours the employee has accrued in excess of the maximum two hundred (200) allowable hours for part time employees will be banked. The banked sick leave will only be reinstated once the part time employee returns to a full time position or a laid off employee returns to work and prior to an expired or cancelled recall. Banked hours may not be used by a part time employee to build up their accumulated sick leave if and when it drops below two hundred (200) hours. If an employee chooses to move from a full time position to a part time position, the employee will forfeit any sick leave hours over the two hundred (200) part time maximum.

- 18.7 Accumulated sick leave will not be accepted from a former employer. Accumulated sick leave will be forwarded to a new employer upon written request to the Administrative Office from the new employer.
- 18.8 If a full-time employee uses fifteen (15) hours or less sick leave time within one (1) calendar year, one extra day of vacation will be awarded on January 1 of the following year to be used by December 31 of that year.

If a part-time employee uses four (4) hours or less of sick leave within one calendar year, four (4) extra hours of vacation leave will be awarded on January 1 of the following year to be used by December 31 of that year.

18.9 At the time of retirement from the FCDL, and upon application and approval of retirement with OPERS, employees with five (5) or more years of service with FCDL and employed full time before April 1, 2015 will be paid for 50% of the value of their accumulated but unused sick leave calculated at their regular rate of pay upon retirement. At the time of retirement from the FCDL, and upon application and approval of retirement with OPERS, any employee with five (5) or more years of service with FCDL hired after April 1, 2015 will be paid for 25% of the value of their accumulated but unused sick leave calculated at their regular rate of pay upon retirement. Employees employed before April 1, 2015 in part time positions are only eligible to receive a 25% payout at the time of retirement even if they are full time at the time of eligible retirement. Hours that a part time employee has that were banked from a previous full time status are not included in their retirement payout.

Employees who resign, are laid off or who are terminated will not be paid for unused sick leave. Employees who leave employment voluntarily then return or who return to work after a recall has expired are not eligible to have sick leave accumulations reinstated.

Employees who move from a bargaining unit position within the Library to an exempt or confidential position and vice versa shall retain their sick leave accrual according to the limitations set forth, full time or part time, of the new position.

Sick leave will be charged concurrently when a leave of absence is granted for non-FMLA qualifying illnesses or medical events. During the leave of absence, remaining vacation and personal leave accruals will be charged once sick leave has run out.

Signed this ~~XXXXXXXXXX~~ 17th day of March, 2015.

AGREED:

Christina Carroll
Christina Carroll, Union President

Date 3-14-15

Cindy Herd
Cindy Herd, President
Fairfield County District Library

Date 3/17/15