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AGREEMENT BETWEEN

GUERNSEY COUNTY DISTRICT PUBLIC LIBRARY

AND

Local 26
OAPSE/AFSCME Local 4/AFL-CIO

Effective March 1, 2014 through February 28, 2017

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Guernsey County District Public Library Grievance Form

**ARTICLE 1
AGREEMENT**

1.01 This Agreement between the Guernsey County District Public Library, hereinafter referred to as the "Library" or the "Board," and Local 26, OAPSE/AFSCME Local 4/AFL-CIO, hereinafter referred to as the "Union," is entered into this first day of March, 2014.

**ARTICLE 2
MANAGEMENT RIGHTS**

- 2.01 Except as specifically limited in this Agreement, or otherwise required by law, the Board shall have the exclusive right to administrative control of the business of the Library in addition to all other functions and responsibilities which are required by law. Specifically, the Board's exclusive Management Rights include, but are not limited to, the following:
- A. To manage, direct and supervise its Employees, including the right to select, hire, promote, transfer, assign, schedule, evaluate, retain, layoff and recall, or to reprimand, suspend, demote, discharge, or discipline its Employees, and to maintain order among Employees;
 - B. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of Management; provided such rules and regulations are not inconsistent with the terms of this Agreement;
 - C. To manage and determine the location, type, and number of physical facilities, equipment, functions, and programs of the Library;
 - D. To determine the Library's goals, objectives and overall methods, process, means and personnel by which operations are to be conducted, and the overall mission of the Library as a governmental unit;
 - E. To determine the size, composition, and adequacy of the work force; to establish, alter and change work schedules and organizational structure of the Library; to establish, modify, consolidate, and to determine staffing patterns, including, but not limited to the assignment of Employees, qualifications required and areas worked;
 - F. To determine when a job vacancy exists and the qualifications required;
 - G. To determine the necessity to schedule Overtime and the amount required thereof;
 - H. To maintain the security of records and other pertinent information;
 - I. To determine the overall budget of the Library;

- J. To maintain and improve the efficiency and effectiveness of the Library's operations;
- K. To determine and implement necessary actions in emergency situations;
- L. To attain the best possible operation of the Library, to improve the physical plan and condition of the Library, to eliminate waste, conserve materials and supplies, and to establish efficient and economic methods of operation for the improvement of services provided to the general Public.

2.02 The Union recognizes and accepts that all rights and responsibilities of the Board not expressly restricted or modified herein shall remain the function of the Board. Those rights not specifically given to the Union in the Contract are exclusively reserved by the Board.

ARTICLE 3 RECOGNITION

3.01 The Board recognizes the Union as the sole and exclusive Bargaining Representative for all Bargaining Unit Employees. As used herein, the term "Employees" means all persons employed by the Library in the following positions: Clerks and Custodians who regularly work at least twenty (20) hours per week, and excludes all Professional, Supervisory, and Confidential Employees, including Confidential Secretary to the Library Director, Branch Substitutes, and Temporary, Seasonal, and/or Casual Employees, as defined in Chapter 4117 of the Ohio Revised Code.

ARTICLE 4 UNION SECURITY AND DUES DEDUCTION

4.01 The Board agrees to deduct from the paychecks of Employees, Union Dues for every Employee who has authorized the Board to do so in writing.

4.02 Union Dues and Fees shall be forwarded by the Board to the Union State Treasurer each month within ten (10) working days after the end of the month, along with a list of all Employees for whom Dues have been deducted.

4.03 Deductions shall be made in equal monthly installments except for the first pay of the fiscal year. Union Dues shall be deducted from each paycheck. Employees not enrolled for Payroll Deductions may commence Deductions at any time.

4.04 The amount of dues to be deducted and sent to the OAPSE State Treasurer shall be filed in writing with the Treasurer of the Board. Dues will be deducted in the following manner:

- 1. Dues deducted in conjunction with the first pay of the fiscal year will be in an amount designated to the Treasurer of the Board by the Treasurer of OAPSE Local 026 and forwarded to the Treasurer of Local 26.

2. Deduction of dues to be sent to the OAPSE Treasurer will begin with the second pay of the fiscal year and continue in the manner described therein.
- 4.05 The Board will deduct Dues from the pay of Employees who are Members of the Union upon receipt of written Authorization Cards. Current Union Members, and any eligible Employee who becomes a Member during the term of this Agreement, shall continue to be Members of this Union and Dues Deductions shall continue until the window period which exists between the one hundred twentieth (120th) and ninetieth (90th) day prior to the expiration of the Agreement, pursuant to Revised Code Section 4117.07 (C) (6), at which time they may withdraw their Membership by stating their intention in writing to both the Union and the Board, and in compliance with Ohio Law.
- 4.06 Employees in the Bargaining Unit who are not Members of the Union shall pay to the Union a Fair Share Fee as a condition of employment with the Employer. Fair Share Fee shall be deducted for newly hired employees who are not members of the Union in the pay period next following the employee's 100th day of employment. Such Fair Share Fee shall not exceed Dues paid by Members of the Union who are in the Bargaining Unit. The Union shall notify the Employer of the Fair Share Fee amounts and of any changes in the Fair Share Fee amounts in the same manner as notification of amounts and changes in the amounts of Dues Deductions. Fair Share Fees shall be deducted from the payroll checks of the Employees in the same manner as regular Membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of Fair Share Fees is not required.
- 4.07 The Employer agrees to deduct from the Wages of any Employee who is a Member of the Union a PEOPLE Deduction as provided for in a written authorization. An Employee may cancel PEOPLE deductions at any time by giving notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Such deduction may not be changed, added or dropped by an Employee more than once per year (twelve (12) month cycle). The deduction shall be made with no administrative cost to the Employee if none is charged to the Library Board.
- 4.08 The Union agrees that it will indemnify and save the Library harmless from any action growing out of these deductions and commenced by an Employee against the Library. The Union assumes full responsibility for the disposition of the Dues so deducted once they have been turned over to the Union.

ARTICLE 5 NEGOTIATION PROCEDURE

- 5.01 Either Party may request the opening of Negotiations by submitting such requests in writing as required in Article 33.01 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. All meetings will be held in executive Session. Unless mutually agreed to, all meetings for Negotiations shall be held during the time that Members of the union Team are not assigned to work.

- 5.02 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. At least fifteen (15) days prior to the first scheduled Negotiations Meeting, the Parties shall exchange the names of the people on their respective Negotiating Teams.
- 5.03 Upon request of either Party, the Negotiation Meeting shall be recessed to permit the requesting Party a period of time within which to caucus in privacy.
- 5.04 As agreement is reached on individual items, such items shall be initialed by both Parties. When a full Tentative Agreement is reached, it shall be presented to the Union Membership and to the Board for ratification.
- 5.05 Periodic progress reports concerning the Negotiations may be made public by the Parties only by mutual agreement.
- 5.06 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. 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. It is understood that Impasse Proceedings are declared on all unresolved issues, however, items previously agreed to may be modified in order to reach an Agreement. 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 Board shall share them equally.
- 5.07 The Parties agree that the aforementioned Federal Mediation shall supersede all other Dispute Settlement Procedures contained in Chapter 4117.14 of the Ohio revised Code.
- 5.08 Neither the Union nor any of its Members may Strike the Library 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 Library the Ten (10) Day Notice required by the provisions of Ohio Revised Code Section 4117.14. For the purpose of this Agreement the definition of "Strike" set forth in Ohio Revised Code Section 4117.01 (H) shall apply.

ARTICLE 6 CONSISTENCY WITH LAW

- 6.01 If any provisions of this Agreement between the Board 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**

- 7.01 There shall be no discrimination or intimidation by the Board or the Union against any Employee because of race, color, religion, sex, age, national origin, disability, military status, genetic information, or membership or non-membership in the Union.
- 7.02 Where there is an alleged violation of an Employee's rights that qualifies for possible action under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, the Employer, the Employee, and their Representatives shall meet in an effort to resolve the alleged violation. Grievances alleging a violation of an Employee's rights that qualifies for possible action under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission may be processed up to, but not including Arbitration under Article 8, herein.

**ARTICLE 8
GRIEVANCE PROCEDURE**

- 8.01 A. A Grievance shall be defined as a claim by a Bargaining Unit Employee based upon the interpretation, meaning, or violation of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any Grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action involved. It is not intended that the Grievance Procedure be used to effect changes in this Agreement.

The term "Grievant" means a Bargaining Unit Employee as defined in Article 3 of this Agreement.

The term "day" as used in this Section shall mean working days. A Grievance may be initiated by the Union and aggrieved Bargaining Unit Member. Where an employee elects not to be represented by the Union at any step of the grievance procedure, excluding Arbitration, the Union shall have the right to have a representative present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Only the Union may proceed to Arbitration under this grievance procedure. (4117.03 (A)(5)).

- B. All Grievances must be completed and filed upon the authorized Grievance Form agreed to between the Parties herein. Such Form shall provide for a statement of the Grievance and its relevant facts, the particular Provision of this Agreement that is alleged to have been violated, and the particular remedy sought. All Grievances must be processed at the proper Step in order to be considered at the subsequent Steps stated herein. 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 Board of its Representative within the time

limits in that Step may be advanced by the Grievant to the next Step in the Grievance Procedure. Time limits may be extended by the Employer and the Grievant by mutual agreement in writing.

This Grievance Procedure shall be the exclusive method of resolving Grievances.

- C. If a Bargaining Unit Employee represented by the Union believes there is a basis for a Grievance, the Employee may first discuss the matter with the Director of the Library or his/her designee in an effort to resolve the matter informally, within five (5) days after the alleged Grievance occurred. The Director or designee shall have five (5) days to respond to the Grievance.
- D. **STEP 1:** If the Grievance is not resolved informally, the Grievance and the appropriate Union Representative shall reduce the Grievance to writing on the appropriate Grievance Form and shall file the same with the Director of the Library not later than ten (10) days after the date on which the alleged violation occurred. The Director shall, within seven (7) days of the date of receipt of the Grievance, meet with the Grievant in an effort to resolve the Grievance. A union Representative may accompany the Grievant at the meeting. The Director shall respond in writing to the Grievance and communicate such decision to the Grievant within three (3) days of the meeting.

STEP 2: If the Grievant is not satisfied with the disposition of the Grievance in Step 1, the Grievant may Appeal the Grievance to Arbitration if such Appeal is approved by the Union. The Appeal to Arbitration must be made within fifteen (15) days of the date of receipt of the written response from Step 1, by serving Notice to the Clerk of the Board. Upon receipt of the Notice of Appeal by the Board, the Parties shall issue a joint request to the Federal Mediation and Conciliation Service requesting nominations from the Agency for a list of Arbitrators to hear the Arbitration. Request shall be made for a list of seven (7) names of local arbitrators. Upon receipt of such list of Arbitrators, the Parties shall meet and attempt to select one (1) name from the list.

Either Party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. If the Parties do not reject the entire list, but fail to agree upon the selection of one (1) Arbitrator, the Parties shall then proceed to alternately strike one (1) name each from the list. Determination as to which Party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The Individual whose name remains on the list after the other six (6) names have been removed shall be the Arbitrator. The Federal Mediation and Conciliation Service shall be informed of the Individual selected and request that such Arbitrator be assigned to the Grievance. The Arbitrator shall arrange with the Parties concerning the date, time, and place of the meeting.

Arbitration Proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Service, except as specifically

modified by the provisions of this Agreement. The Arbitrator shall hear only one (1) Grievance at a time unless both Parties agree to consolidate two (2) or more Grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either Party. The fees of the Arbitrator and the rent, if any, for the Hearing room shall be borne equally by the Parties. The expense of any Non-Employee Witnesses shall be borne by the Party calling the Witness. The fees of a Court Reporter shall be paid by the Party asking for one, however, such fee shall be split equally if both Parties desire a Reporter or request a copy of the Transcript. The Grievant, Union Representative, and Employee witnesses, called by either Party, who appear at an Arbitration Hearing during their working hours, shall not suffer any loss in pay. Disputes may only be submitted to Arbitration during the life of the Contract. No issue whatsoever may be arbitrated or subject to Arbitration unless such issue results from an action or occurrence which takes place during the effective dates of this Agreement. No decision by an Arbitrator shall infringe upon the following:

1. The obligations of the Guernsey County District Public Library as expressed by the provisions of Ohio Law;
2. The statutory obligations of the Library;
3. The obligations of the Library as expressed by Ohio Supreme Court determination, or any other Court of Competent Jurisdiction, or in the general body of legal principles which are applicable to County District Libraries in the State of Ohio.

8.02 The Arbitrator shall not change Wage rates already in effect pursuant to this Agreement. If the Grievance is one whereby the Grievant is seeking a monetary award, such award shall only be retroactive up to ten (10) days prior to the date of the Grievance is filed. The Arbitrator shall conduct a fair and impartial Hearing concerning the Grievance, hearing and recording testimony from both Parties, and applying the rules of the Federal Mediation and conciliation Service. The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter, or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The Arbitrator shall expressly confine himself to the precise issue submitted for Arbitration and shall have no authority or privilege to determine any other issue or issues not so submitted to him. Nor shall the Arbitrator have the authority or privilege to submit observations or declarations of opinion which are not directly essential in reaching a decision on the precise subject of the Grievance. The Arbitrator shall have no power to decide any questions which, under this Agreement, are solely within the responsibility of Management to decide and not in conflict with the Agreement. In rendering decisions, an Arbitrator shall give due regard to the responsibility of Management and shall so construe such responsibilities, except as they may be conditioned by this Agreement. The Arbitrator may not make an award or decision which in effect grants either party that which it was unable clearly to secure during past Collective Bargaining Negotiations. Any issue left unsettled by the Parties

when the Agreement is signed must be determined by the Parties, not by Arbitrator. It is expressly understood that the decision of the Arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both Parties. The Arbitrator's decision and award shall be in writing and will specifically state the rationale for the decision. An Arbitration decision or award shall not be used as a precedent for any subsequent Grievance, but may be cited in support of a Party's position.

ARTICLE 9 SENIORITY AND PROBATIONARY PERIOD

- 9.01 Upon employment with the Library there shall be a Probationary Period of one hundred (100) calendar days for all Employees. During this Probationary Period, the Employee may be discharged by the Library and such discharge shall not be subject to the provisions of this Agreement. Upon completion of the Probationary Period, a newly hired Employee's seniority shall be computed from the original date of employment.
- 9.02 Seniority shall be defined as the Employee's uninterrupted length of continuous service with the Library as computed from the Employee's most recent date of hire.
- 9.03 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 Library unless proper written excuse is provided in accordance with the requirements of this Agreement;
 - E. Fails to report for work within three (3) working days after being notified to do so, unless proper written excuse is provided pursuant to the requirements of this Agreement;
 - F. Is laid off and/or absent due to illness or accident for a period in excess of the time allowed under the provisions of this Agreement;
 - G. Fails to report for work after having been certified by their Physician in charge that he/she is capable of returning to work during a disability or illness;
 - H. Fails to report for work when recalled from Layoff pursuant to the terms and conditions of this Agreement.
- 9.04 An Employee who is awarded a Non-Bargaining Unit position shall retain his or her Bargaining Unit seniority. In the event such an Employee returns to a Bargaining Unit position, all previously accumulated Bargaining Unit seniority shall be reinstated to that Employee.

- 9.05 The Library shall, within thirty (30) calendar days from the date of this Agreement, prepare and post a Seniority List showing the seniority of all Employees in the Bargaining Unit. Disputes involving the Seniority List are subject to the Grievance Procedure. The Library shall revise and post the Seniority List on or before January 15th of each year. Such List shall be posted on the Bulletin Board at the Main Library and at appropriate locations at all Branches.

ARTICLE 10
VACANCIES AND JOB BIDDING

- 10.01 The Employer shall have the sole and exclusive right to determine when a position within the Bargaining Unit is vacant, when a position is newly created, or if, it is to be filled. A vacancy may be filled by a Member of the Bargaining Unit, or a newly hired person, pursuant to the terms and provisions of this Agreement. The position shall be posted and bid within fifteen (15) days after the vacancy occurs or is newly created.
- 10.02 If it is determined that a vacancy in a Bargaining Unit position exists, or a new Bargaining Unit position is created, then the Director of the Library shall post a Notice of the same on the Bulletin Board at the Main Library and at appropriate locations in all Branches. The Notice shall be posted for a period of five (5) working days and shall include the classification, wage rate, and a brief description of the duties and qualifications required.

The Board has the right to determine the qualifications for the position. Employees must apply for vacancies within three (3) days after the last date of posting of the Notice, by filing a written Bid with the Director of the Library.

- 10.03 If two (2) or more Employee Applicants who have Bid or applied for the vacant job have substantially equal ability to perform the work, the Employee Applicant with the most system seniority shall be awarded the job. Ability to do the work shall mean having the necessary education, 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 Board. If the Board determines that there are no qualified Applicants from within the Bargaining Unit, or no Bargaining Unit Employees apply for the position, then the Board may fill the position from Applicants outside of the Bargaining Unit.
- 10.04 Any Bargaining Unit Employee awarded a posted position shall serve a forty-five (45) day Probationary Period in the filled vacancy and during that time shall be evaluated and either be permitted to remain in the position or be returned to his/her former position and pay. The Employee has the right to choose to return to his/her former position and pay anytime within the forty-five (45) day Probationary Period. A Bargaining Unit Employee who Bids upon and is awarded a Non-Bargaining Unit position shall retain the right to voluntarily return to his/her previously held Bargaining Unit position at any time during the forty-five (45) day Probationary Period. The Board 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.

- 10.05 The Board retains the right to abolish any position that it determines is no longer necessary to operate the programs of the Library. If a position is abolished, the Director of the Library will meet with the Union President to explain the reasons prior to such abolishment.
- 10.06 The Posting Procedure set forth in this Section of the Agreement shall not apply to Temporary, Seasonal, and/or Casual Employee positions with the Library.
- 10.07 The Library shall have the right to temporarily transfer Employees to other Buildings or work locations. Such temporary transfers shall not exceed thirty (30) calendar days. No employee shall lose pay as a result of a transfer.
- 10.08 Nothing in this Section shall be interpreted to prohibit the Management rights of the Board to transfer an Employee to a different Department. However, the Board may not transfer an Employee in order to evade the provisions for lateral transfer provided herein.

ARTICLE 11 LAYOFF AND RECALL

- 11.01 In the event it becomes necessary to lay off employees for any reason, employees shall first be given written notice by the Library at least ten (10) working days before such layoff becomes effective.
- 11.02 Employees will be laid off and recalled from layoff within an affected classification on the basis of seniority, as defined in Section 9.02 herein. An exception to seniority shall apply to recalls from layoffs when the available vacancy is in a classification position for which most senior employee(s) is/are not qualified to do the work. The Library Board has the sole and exclusive right to determine qualifications. The Board shall not act arbitrarily or capriciously when making this decision.
- 11.03 For purposes of this Article, the classifications shall be Clerk and Custodian.
- 11.04 Notwithstanding the provisions of Section 11.02, if a branch facility is closed each employee of the facility shall be given written notice of layoff by the Library at least ten (10) working days before the layoff becomes effective. Each laid off employee may exercise his/her right to displace or "bump" a less senior employee who is employed at another facility, provided that the employee who seeks to bump is qualified to perform the work of the position to which the employee seeks to bump. An employee's right to bump shall be forfeited if it is not exercised within two (2) working days of receipt of the written notice of layoff. An employee who is bumped shall be given written notice of layoff at least working ten (10) days before the layoff becomes effective and may exercise his/her bumping rights in the classification accordance with the bumping procedure and requirements of this section. The Union and the Library may agree to conduct a paper layoff and bumping process in order to expedite the layoff and bumping procedure.
- 11.05 After instituting a layoff within a classification, the Library Board shall prepare a Recall List for the classification which lists each laid off employee in order of his/her seniority.

A laid off employee is required to keep the Library advised of his/her current address. Notice of recall shall be made by the Library to the laid off employee by Certified Mail, Return Receipt Requested, at the last known address of said employee. The employee must notify the Library within fourteen (14) calendar days from the date he/she receives such notice, in order to notify the Library of his/her intention to return to work. If the employee declines the Board's offer of work, or he/she fails to contact the Library in writing within fourteen (14) calendar days of the date of receipt of the notice, or if the notice is returned as refused, unclaimed, or undeliverable, the employee shall forfeit all further rights to recall and his/her name shall be removed from the Recall List. No new employee shall be hired in a bargaining unit position until all qualified employees have been recalled from the classification's Recall List pursuant to this Section. A laid off employee's name shall remain on the Recall List of a period of one (1) year from the effective day of layoff. If recalled from layoff during this period, such employee shall retain all previously accumulated seniority. Seniority shall not accrue during the period when an employee is laid off.

- 11.06 If, during the time an employee's name is on the Recall List for a classification, the Library Board declares that a vacancy exists in a bargaining unit position, such position shall be posted and filled in accordance with Article 10. Should the vacancy not be filled through the procedure in Article 10, then a qualified employee on the Recall List for the classification shall be recalled according to seniority. Employees on layoff status shall also be notified, and allowed to bid as per Article 10.

ARTICLE 12 HOLIDAYS

- 12.01 Full time Employees not on Layoff or Leave Of Absence shall be entitled to ten (10) Paid Holidays, which are: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Presidents' Day, Martin Luther King Day, and Christmas Day. The Library will be closed on the Saturday before Easter, Easter Sunday and Christmas Eve, and these shall not be considered Paid Holidays. Employees will be scheduled to work Monday through Friday the week preceding Easter. The Library will close at 5:30 P.M. on the Wednesday before Thanksgiving, but this shall not be a Paid Holiday. Good Friday shall not be a Paid Holiday, however, an Employee may request Personal Leave on this day pursuant to the requirements of Article 16. If an Employee is required to work on a designated Holiday, he/she shall be paid at the rate of time and one-half his/her regular hourly rate for hours worked and shall receive Compensatory Time in the same amount as the hours worked. Compensatory Time shall be used by the Employee before the end of the calendar year, and may not be carried over. A Holiday falling within a scheduled Vacation, or on a scheduled day off, shall not be considered part of such Leave. Another day off shall be scheduled upon mutual agreement of the Employee and the Director of the Library, with consideration given to the Employee's preference.
- 12.02 Employees who work less than Full time and are not on Layoff or Leave Of Absence shall receive the number of hours of pay that they are normally scheduled to work for the day on which the Holiday falls.

- 12.03 By December 1, of each year, the Director of the Library shall post a calendar listing Holidays occurring in the following year and the days on which they will be celebrated. This calendar will indicate whether the Library will be open or closed on those days. A Holiday Sign Up Sheet similar to the sheet required by Section 13.5 of this Agreement shall be posted prior to the sixteenth (16th) day of each month for Holidays in the next month. The list shall include notice of the number of Employees and Departments needed to work on a particular Holiday. (The Director retains the exclusive right to determine the need and schedule the number of Employees needed, in the Departments needed on that day.) Employees will be selected to work from the Sign Up List according to the needs listed on the Sign Up Sheet, seniority, and the choice of the Employee. Holiday assignments will be rotated according to seniority as much as practicable in the same manner as the procedure in Section 13.5.

ARTICLE 13 HOURS OF WORK/OVERTIME

- 13.01 The normal work week for Full Time Employees shall be Monday through Saturday, forty (40) hours. Employees shall be paid on an hourly basis for hours worked, pursuant to the provisions of this Agreement. The Library may be open on Sundays for four (4) hours.
- 13.02 The work day shall include an uninterrupted Lunch Period of thirty (30) minutes without pay, which does not constitute part of the normal work day, and fifteen (15) minutes with pay which shall be scheduled by the Employee with consideration given to the needs of the Public and the orderly operation of the Library.
- 13.03 Employees who work more than four (4) consecutive hours in the work day shall receive one (1) paid fifteen (15) minute break during each afternoon of scheduled work. Said break Period may be coordinated by the Employees on duty at times most convenient to the Public, taking into account the orderly operation of the Library.
- 13.04 Time and one-half shall be paid for all time actually worked over forty (40) hours in any given work week. All work performed on Sundays will be at the rate of double their regular hourly rate of pay for hours worked. Overtime shall be rotated among Bargaining Unit Employees by the Director of the Library.

Employees who are scheduled to work on Sunday shall have the option of working their forty (40) hour schedule in addition to the Sunday hours, or will be scheduled for four (4) hours of Unpaid Leave in the week following the Sunday.

- 13.05 The scheduling and assignment of work of all employees, including the hours of work per day and the days of the work week, is the responsibility of the Library. Monthly assignments of Saturdays and Sundays shall be rotated through the bargaining unit.

A monthly work schedule shall be posted by the Library. Once the schedule for the month is posted, Bargaining Unit Employees shall have five (5) working days either to trade days with another scheduled Employee or to find a replacement. These changes must be submitted in writing for approval by the Director or his/her designee.

A revised schedule shall be distributed if changes are submitted and approved.

The Library retains the right to schedule the number of Bargaining Unit Employees needed to provide optimal service.

- 13.06 The Library Board shall give thirty (30) days notice to the union of any proposed changes in the work schedules affecting the entire Bargaining Unit. This provision shall not be interpreted to deny the Board its Management rights to assign and schedule employees or to alter and change work schedules and organizational structure of the Library, or to determine Staffing patterns, as provided in Article 2.

ARTICLE 14 BEREAVEMENT LEAVE

- 14.01 Regular full-time employees are entitled to Bereavement Leave for a death in the immediate family for the purpose of attending the funeral. Employees who do not attend the funeral are not entitled to Bereavement Leave. Bereavement Leave is not charged to sick leave, and must include the day of the funeral. Leave duration is as follows:

Three (3) days upon the death of the employee's: Father, Mother, Spouse, Child.

Two (2) days upon the death of the employee's: Brother, Sister, Father-in-law, Mother-in-law, Grandparent, Grandchild.

One (1) day upon the death of the employee's: Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Grandparent-in-law.

- 14.02 An employee may use up to three (3) days of sick leave to attend the funeral of any uncle, aunt, cousin or spouse of the same or a stepparent, step sibling, or any child of a current spouse.
- 14.03 Days of Bereavement Leave must be consecutive work days and include the day of the funeral. Where the funeral is on a non-work day, Bereavement Leave will be contiguous to the funeral day. The employer may require proof of relationship in the form of a death notice to approve the use of Bereavement Leave.
- 14.04 The Employer may approve up to an additional three (3) days charged to sick leave for good cause shown.

ARTICLE 15 LEAVE OF ABSENCE

- 15.01 The Board shall, upon proper written request of any Employee who has completed his/her Probationary Period, grant an Extended Medical Leave of Absence Without Pay for a period not to exceed ninety (90) days. An Employee is only eligible for this leave after he/she has exhausted his/her accrued Sick Leave benefits.

- 15.02 The written request for Extended Medical Leave shall include a certificate from a licensed Physician which states the nature of the illness, disability, or injury and the estimated time of recovery, or verifying the pregnancy of an Employee or Employee's spouse. The Leave shall be extended by the Board for, or up to another ninety (90) days, upon written request by the Employee with a Physician's certificate. The Board shall continue all applicable Insurance Coverage under this Agreement for the Employee for the first ninety (90) days of any leave of absence granted herein.
- 15.03 At the completion of the Leave, an Employee can return to duty by presenting a Physician's statement indicating the Employee's ability to perform his/her regular duties. The statement shall be presented to the Director of the Library at least ten (10) days prior to the expiration date of the Leave. Upon the return to service at the expiration of the Leave Of Absence, the Employee shall resume the Contract status held prior to such Leave. If the Leave was for a period of ninety (90) days or less, he/she shall be entitled to the same assignment held prior to the commencement of the Leave. During the Leave of Absence of such Employee, if the Board 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. Upon the return of the Employee from a Leave, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning Employee while he/she was on Leave. If the Leave was for a period of more than ninety (90) days, the Employee may be placed in a comparable job to his/her previous employment, 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 as provided in this Agreement.
- 15.04 An Employee who fails to report to work within three (3) working days after the date of expiration of the Leave shall be considered to have voluntarily resigned his/her employment.
- 15.05 An Employee who misrepresents facts in order to obtain a Leave Of Absence herein, or who secures a Leave Of Absence on the basis of such misrepresentation, may be terminated by the Board.
- 15.06 An employee on approved leave for a period not to exceed one (1) year due to an injury sustained while working for the Employer, and who is receiving temporary total benefits from the Ohio Workers Compensation Fund, shall have his/her, insured benefits and service continued as if he/she had been continuously employed.

ARTICLE 16 PERSONAL LEAVE

- 16.01 Each Bargaining unit Employee who has completed his/her Probationary Period shall be given four (4) Paid Personal Leave Days during each calendar year of employment. Personal Leave cannot be accumulated from year to year. The Employee must make application to take Personal Leave to the Director of the Library at least forty-eight (48) hours in advance of the beginning of such Leave, except in cases of extreme emergency. If Leave is requested less than forty-eight (48) hours prior to the beginning of such

Leave, the Leave shall be subject to the approval of the Director of the Library, or his/her designee. Personal Leave will be pro-rated for employees in the first year of employment with one (1) personal day for each full three (3) month period remaining in the calendar year following the end of probation.

- 16.02 Request for Personal Leave may be denied, at the discretion of the Director of the Library, in order to ensure the Library's orderly operation. The Director of the Library, or his/her designee, shall notify the Employee of his/her approval or denial of Personal Leave within twenty-four (24) hours of the Employee's request, if the Employee is available, provided the Employee requests the Leave at least forty-eight (48) hours, but not more than twenty (20) calendar days in advance. If the Employee makes a request for Personal Leave more than twenty (20) calendar days prior to expected use, the Employer's response shall be at least fifteen (15) calendar days prior to expected use.

ARTICLE 17 JURY DUTY/SUBPOENA FEE/LIABILITY SUITS

- 17.01 An Employee who is called for Jury Service during his/her scheduled work day shall be excused from work for the days on which he/she serves and shall receive his/her regular compensation. The Employee shall return any compensation received from the Court to the Library up to, but not exceeding, the amount of the Employee's regular Library compensation. If the Court is dismissed for part of a day or week, or if the Employee is released from duty, the Employee shall return to work for the remainder of the scheduled work day.
- 17.02 An Employee who is called as a Witness to testify in the Library's behalf or subpoenaed to testify as a Witness in a case, shall be paid his/her regular compensation for all time lost from scheduled work. The Employee shall return any compensation received from the Court to the Library up to, but not exceeding, the amount of the Employee's regular Library compensation. No Employee shall receive pay under the Section if he/she testifies against the Board unless otherwise specified throughout this agreement.
- 17.03 The Library shall defend and indemnify an Employee of the Bargaining Unit in accordance with Ohio Revised Code Chapter 2744.

ARTICLE 18 SICK LEAVE

- 18.01 Each Full Time Bargaining Unit Employee who has completed his/her Probationary Period, shall earn Sick Leave at the rate of 4.6 hrs. per 80 hours paid. Accumulation of Sick Leave shall commence on the Employee's first day of employment. Sick leave must be earned prior to being taken. Employees are not permitted to use sick leave hours until after the leave has been accrued and posted on the employee's paycheck stub. Employees may accrue Sick Leave up to one thousand two hundred eighty (1,280) hours. Employees shall use Sick Leave only for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other Employees, or for an appointment with a Physician. An Employee may use three hundred twenty (320) hours

per year of Sick Leave, in addition to any vacation and/or Personal Leave, to care for a person in the immediate family who is suffering from an illness, provided it is necessary for the Employee to be present with the family member. The term "immediate family" shall mean spouse, child, parent, brother, sister, or other member of the Employee's household, and in-laws bearing any of the above relationships.

- 18.02 An Employee shall complete an Absence Report in order to obtain Sick Leave. If the Sick Leave is taken due to illness or injury to the Employee which requires medical attention, or if the Employee is absent three (3) or more consecutive days because of illness or injury, the Employee may be required to submit to the Director of the Library, a certificate from a licensed Physician stating the nature of the illness or injury and releasing the Employee to return to work. Falsification of either the Absence Report or the certificate from the Physician shall be grounds for disciplinary action, including dismissal. Except in cases of emergency, the Employee shall call the Director of the Library or his/her designee by 9:15 A.M. in order to advise of the Employee's need to use Sick Leave. If the Director or designees is unavailable, the Employee shall leave a message with another Employee including where the Employee can be reached. If the Employee's scheduled starting time is after noon, he/she shall follow the same notification procedure at least two (2) hours before starting time. The Board has the right to investigate the use of Sick Leave by an Employee and to discipline an Employee for abuse of sick Leave, however, should the Board or its designee expressly and voluntarily waive its right to require the Physician's certification stated above, no investigation shall be conducted. In this regard, the Employee may be required by the Board to submit to a medical examination or other professional examination, if applicable, which the Board deems necessary, at the Boards' expense. The Employee shall be compensated at his/her regular rate for time spent under this Section.
- 18.03 Employees may utilize Sick Leave for the purpose of Parental leave. Such Leave shall be for the purpose of caring for newborn children, or newly adopted children up to three (3) years of age. Employees who choose not to use Sick Leave for this purpose, or have exhausted Sick Leave, may apply for and shall be granted any Unpaid Parental Leave not to exceed three (3) months. Leave for an additional three (3) months may be granted by the Board when certified as medically necessary by the Employee's Physician. Nothing herein shall be construed to deprive an Employee of any right or benefit granted by the Family and Medical Leave Act of 1993.
- 18.04 If, by December 31 of each year, a Bargaining Unit Employee who is entitled to Personal leave has not exhausted his/her Personal leave, such Leave shall be automatically converted by the Library into Sick Leave. Such Personal Leave shall not be converted if it would exceed the Employee's cap on Sick Leave as provided in section 18.01 herein. An employee who has reached the cap may convert unused personal leave to cash at his/her current rate of pay.

**ARTICLE 19
FAMILY AND MEDICAL LEAVE**

- 19.01 The rights, duties and obligations of bargaining unit employees and the Library conferred by and arising under the Family and Medical Leave Act, as amended (FMLA) and the Department of Labor's FMLA regulations shall apply to and govern FMLA leave for the bargaining unit and the Library, respectively. Bargaining Unit Members who have been employed by the Library for at least twelve months and who have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months immediately preceding the commencement of the leave shall be entitled to a maximum of twelve (12) work weeks of Unpaid Leave during any twelve (12) month period.
- 19.02 Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave. However, once the employee elects the type of leave (paid or unpaid) that he/she will take, the employee may switch to the other type of leave without Board approval.
- 19.03 It is not the intent of the Parties to grant to the Employees any benefits in excess of those mandated by the FMLA, except as may be specifically provided in the Collective Bargaining Agreement.

**ARTICLE 20
VACATIONS**

- 20.01 Each Full Time Bargaining Unit Employee shall accrue vacation as provided in 20.02, below, based upon the employee's years of completed service. Vacation time must be earned prior to being taken. Employees are not permitted to use vacation time until after the time has been accrued and posted on the employee's paycheck stub. The Employee must work the last working day scheduled before Vacation starts and the first working day scheduled after the Vacation ends in order to be paid for Vacation time.
- 20.02 The Vacation Schedule shall be determined by the Director of the Library or his/her designee. So far as practicable, Vacations will be scheduled and taken at times most desired by the Employee, with consideration being given to an Employee's seniority, but the final right to schedule individual Vacations is exclusively reserved to the Library in order to ensure its orderly operation.

<u>Years of Completed Service</u>	<u>Length of Vacation</u>	<u>Accrual Rate/ 80 hours:</u>
Less than 5	2 wks	3.077
5	3 wks	4.615
10	4 wks	6.154
20	4 wks + 1 day	6.462
21	4 wks + 2 days	6.769
22	4 wks + 3 days	7.077
23	4 wks + 4 days	7.385
24	5 wks	7.692

- 20.03 Part-time employees who are regularly scheduled for twenty (20) or more hours per week are also eligible for vacation benefits described herein.
- 20.04 Vacation shall be accrued on all time paid. An employee who is on temporary total disability leave and who is drawing benefits through Ohio Worker's Compensation for a disability suffered while at work for the Employer, shall accrue vacation based upon his/her regularly scheduled work hours for up to a maximum of ninety (90) days of such leave, in addition to any paid leave time. Employees shall be eligible to take vacation leave after one (1) calendar year of employment. After one (1) calendar year of employment, employees may utilize any or all of their accumulated Vacation in accordance with the provisions herein. An employee who leaves employment shall be eligible for all accrued vacation.
- 20.05 The maximum vacation which may be credited to an employee is the amount of vacation the employee may accrue in his/her current year, plus eighty (80) hours. Any additional vacation credit shall be paid in cash.

ARTICLE 21 INSURANCE

- 21.01 The Board shall pay up to a maximum of \$1,016.00 of the monthly premium for single health coverage under a medical insurance policy for full-time employees who properly request the same during the enrollment period. Full-time employees shall pay the remaining portion of the monthly premium through payroll deduction. Part-time employees may elect to be covered by the medical insurance policy by requesting such coverage during the enrollment period, and shall pay the full premium through payroll deduction. Each employee covered by the medical insurance policy shall receive a booklet describing the medical insurance coverages, deductibles, co-pays, co-insurance, out-of-pocket costs, lifetime maximum, office visit costs, pharmacy costs and other insured benefits.
- 21.02 The Board shall pay for a \$25,000 life insurance policy for each member of the bargaining unit.
- 21.03 The premiums for medical insurance coverage for a spouse and/or family members of a bargaining unit employee shall be paid by the employee. An employee may receive such coverage by properly requesting the same during the designated enrollment period, and paying the premiums through payroll deduction from each bi-weekly paycheck.
- 21.04 The Board and Union mutually agree that an insurance committee is created consisting of the following: one (1) board member (or designee), one (1) non-bargaining unit employee chosen by the Board, and two (2) members of the bargaining unit chosen by the Union. The purpose of this committee is to investigate other insurance carriers and/or policies that may provide a savings in insurance costs, including changes in plan design, coverages and benefits, and carriers. New members of the insurance committee shall receive healthcare committee effectiveness training from FMCS or another mutually

agreeable outside source. Updates shall be provided to the insurance committee regarding changes to the healthcare coverage. All bids received shall be submitted to the Library Board for consideration. The committee shall make recommendations to the Library Board concerning insurance carriers and insurance policies. The committee has no authority to recommend that the Board self-insure or self-administer a plan. The committee members shall be named and disclosed annually.

- 21.05 The Library Board shall review the bids and the recommendations of the insurance committee. The Board shall determine and select the medical and life insurance carriers and the medical and life insurance policies for the bargaining unit. If the Board does not adopt the recommendations of the committee, the Union may file a grievance at Step 2.

ARTICLE 22 DISCHARGE AND SUSPENSION

- 22.01 Disciplinary action is defined as a reprimand, reduction in pay or position, suspension, or discharge from employment.
- 22.02 Employees may be disciplined for any of the following reasons: Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of the rules and regulations of the Board, or any other act of misfeasance, malfeasance, or nonfeasance.
- 22.03 No Employee shall be reduced in pay or position, suspended, or discharged except for just cause. Except in unusual circumstances, gross misconduct, or those involving criminal activity, discipline will be applied in a corrective and progressive manner.

ARTICLE 23 WAGES

- 23.01 Effective March 2, 2014, current bargaining unit employees shall receive a 3.0% hourly wage increase. Effective March 1, 2015, bargaining unit employees shall receive a 3.0% hourly wage increase. Effective March 1, 2016, bargaining unit employees shall receive a 3.0% hourly wage increase.
- 23.02 New hires in the Clerk classification shall be paid a starting hourly wage of \$8.50 per hour, and new hires in the Custodian classification shall be paid a starting hourly wage of \$8.60 per hour.

ARTICLE 24 MISCELLANEOUS ITEMS

- 24.01 Paychecks shall be distributed, or available for pickup, by 11:00 A.M. on paydays. No Employee shall receive a paycheck until he/she has turned in a completed Time Sheet. If a monetary error (in excess of Five Dollars (\$5.00)) is made on an Employee's paycheck, the error shall be corrected within three (3) working days of the day the Employer becomes aware of the error. If a payday falls on a Holiday, the check shall be distributed,

or available for pickup, on the work day preceding the Holiday. Each employee's payroll check will be direct deposited into the financial institution of the employee's choice. Each employee's time sheet must be turned into the Fiscal Officer no later than noon on the Monday immediately prior to payday. If a payday falls on a Bank holiday, the Library will endeavor to submit the payroll so that the direct deposit occurs on the business day immediately preceding the holiday. A monetary error on an employee's pay shall be corrected on the next payday.

- 24.02 Employees shall be paid every other Wednesday.
- 24.03 The Board agrees to pay applicable Annual Dues for Membership for Bargaining Unit Employees who have completed their Probationary Period and desire to join the Ohio Library Association. Employees must submit a Membership Application to the Director of the Library on an annual basis within two (2) weeks after the Employee receives Renewal Notice from OLA in order to be eligible for this benefit.
- 24.04 A total of up to ten (10) days with pay per year for the unit may be used by officers of the Union to attend Union meetings and conferences. Such Leave shall not adversely interfere with the orderly operations of the Library, and must be approved in advance by the Director of the Library. The Employees shall make a request for such Leave in writing at least fourteen (14) days prior to the first day of such Leave. No more than two (2) employees may take such leave at the same time. Employees who make a request to attend a seminar or meeting, which exceeds the number of days granted herein, shall be released from work. Such release time shall be considered an unpaid, excused absence.
- The work schedule of the President of OAPSE Local 026, or designee, may be arranged to allow him/her to attend one (1) OAPSE District meeting per month. The Local President will notify the Director of the Library a reasonable time in advance as to the dates of such meetings in order for the Director to attempt to coordinate the employee's schedules. The request by the Local President shall not adversely interfere with the orderly operations of the Library, and must be approved in advance by the Director of the Library or designee.
- 24.05 After each election of Local Union Officers, the Director of the Library shall be notified by the Union concerning the names of each Local Union Officer.
- 24.06 The Library shall pay the lot owner for one (1) space per Employee at the First Presbyterian Church Parking Lot (or any Lot mutually agreeable to the Parties) for each Employee in Cambridge who so requests.
- 24.07 The Board shall provide to the union President an Agenda of the upcoming Regular Board Meeting one (1) day prior to said Meeting, and a copy of formally approved Board Meeting Minutes within one (1) day of the Meeting in which the Minutes are approved. The Union President will be granted reasonable Release Time, upon prior request to the Director or his/her designee, for the express purpose of addressing the Board about specific Union concerns (not to exceed six (6) Meetings per year).

- 24.08 The Board agrees to provide the Union the use of its Meeting Room for the purposes of holding Meetings. By December 1st, the Union shall give the Director of the Library a calendar listing the dates and times of Union Meetings scheduled in the following year. Changes to this Schedule must be submitted to the Director of the Library at least one (1) week prior to the scheduled meeting date. These times will be honored insofar as they do not interfere with the orderly operation of the Library or with activities sponsored by the Library or Building Tenants. The Union shall ensure that the Administrative Building and Meeting Room are left in good order.
- 24.09 The Board agrees to provide lockers for the use of bargaining unit employees.
- 24.10 Employees shall dress appropriately for the job as determined by the Director, however, such determination shall not be arbitrary or unreasonable. Employees may grieve the arbitrariness or reasonability of the Director's determination. No badges, pins, or buttons containing partisan political announcements of political campaign related information shall be worn by Employee during his/her scheduled work time. Clerical employees shall wear provided identification badges at all times while on duty.

ARTICLE 25 LABOR/MANAGEMENT CONFERENCE

- 25.01 In the interest of effective communications, a Labor/Management Conference may be held on an "as needed" basis to discuss any items of mutual concern.
- 25.02 The Parties agree to meet on a regular basis to discuss the safety concerns of the Union and members of the bargaining unit, and to work toward mutually satisfactory solutions to those issues. Unresolved safety issues are subject to the grievance procedure.

ARTICLE 26 CONTINUING EDUCATION

- 26.01 The Board desires for its Employees to maintain and improve their skills and knowledge of Library functions and activities, which are for the direct benefit of the Library, by attending Workshops, Professional Visits, Professional Meetings, and other affairs approved by the Director. The Board will pay all reasonable expense for mileage, meals, and registration cost of an approved activity. If such an activity takes place on a day when an Employee is scheduled to work, the Employee will be paid his/her regular rate of pay for the number of hours the Employee is in attendance at the activity, including travel time. Should such activity, including travel time, require the Employee to be on duty more than his/her normally scheduled number of hours, the Employee shall be compensated for all time spent. Should the activity conclude prior to the end of the Employee's scheduled workday, then the Employee shall return to work for the conclusion of the scheduled workday, provided that an Employee shall not be on duty for more than eight (8) hours in that day. On days when the activity exceeds eight (8) hours, the Director may grant Compensatory Time to the Employee in accord with the Fair Labor Standards Act. If such an activity takes place on a day when an Employee is not scheduled to work, the Employee shall be given another day off. The Employee must

attend the full activity in order to receive reimbursement and pay. The Director of the Library must approve attendance at a Workshop, Professional Visit, Professional meeting, or other affair in advance.

- 26.02 The Board will pay the cost of Tuition only for a College Course which improves an Employee's skills and knowledge of Library functions, and is for the direct benefit of the Library. A College Course must be approved in advance by the Board, upon recommendation of the Director of the Library. College Courses must be taken outside of an Employee's regular working hours.
- 26.03 The Board will make available OPLIN e-mail accounts for use by bargaining unit employees for library business only.

ARTICLE 27 UNION REPRESENTATION

- 27.01 The Board agrees to admit not more than two (2) Non-Employee Union Staff Representatives to Library Facilities during normal business hours. The Staff Representative(s) shall be admitted to the Library's Facilities and Sites, for the purpose of processing Grievances or attending meetings as permitted herein. Upon arrival, the Union Staff Representative shall identify himself to the Director or the Director's designated Representative. The Board shall recognize an Employee in the Bargaining Unit to act as the Employee's Union Representative for the purpose of processing Grievances in accordance with the Grievance Procedure set forth in this Agreement. The investigation and writing of Grievances shall be on non-duty time.

ARTICLE 28 MILEAGE REIMBURSEMENT

- 28.01 The Board shall reimburse an Employee for mileage incurred during employment under the following conditions:
- A. Mileage to and from the Employee's regularly scheduled Library Location to another library Location as part of his/her regular work day.
 - B. Round trip mileage for Library Meetings or Workshops approved by the Director of the Library.
 - C. Travel specifically requested by the Director of the Library, or approved by the Director.
- 28.02 Mileage reimbursement will be paid at the current IRS standard of reimbursement per mile and will be paid once each month. A completed claim for mileage and other reimbursement expenses should be turned in on or before the last day of the month.

**ARTICLE 29
RETIREMENT**

29.01 Upon Retirement, as defined by the Public Employees Retirement System section in Ohio Revised Code Section 145.32 and any amendments thereto, a Full Time Employee shall be entitle to Severance Pay equal to one-fourth (1/4) of the Employee's accrued, but unused, Sick Leave at the time of Retirement. The payment shall be based on the Employee's hourly rate of pay at the time of Retirement. Payment shall be made to the Employee in one (1) lump sum and shall be subject to withholding taxes. In order to receive such Retirement Severance pay the Employee must make written request to the Board, indicating he/she is Retiring from employment, and the date of such Retirement. Such payment eliminates all Sick Leave Credit accrued by the Employee, and shall constitute all of the Employee's Severance Benefits from the Board.

**ARTICLE 30
HEALTH AND SAFETY**

- 30.01 An employee involved in an on-the-job accident, which results in bodily injury or damage to library equipment, shall complete an accident form.
- 30.02 The Parties agree to work collectively to improve the work environment of the Library.
- 30.03 The Bookmobile shall be inspected no less than once each year to insure its compliance with applicable safety standards. It shall be equipped with flares or reflective triangles, First Aid Kit, and fire extinguisher.
- 30.04 A First Aid Kit shall be maintained and available for the use of the Employees in each Building staffed by the Library.

**ARTICLE 31
CALAMITY DAY POLICY**

- 31.01 If the Board, or its designee, determine to close any Library building due to a calamity, employees will be released from work on that day, without loss of pay, provided that no employee will be compensated for more than 24 hours per calendar year.
- 31.02 The Library reserves the right to transfer an employee's work site to another Library building should a given building be determined to be inoperable a given day.

**ARTICLE 32
TERM OF AGREEMENT**

32.01 This Agreement between the Guernsey County District Public Library, and Local #26, OAPSE/AFSCME Local 4/AFL/CIO, represents the entire and complete Agreement between the Parties on all negotiable matters under Ohio Revised Code Chapter 4117. The Parties acknowledge that during the Negotiations which resulted in the Agreement, each Party had the unlimited right and opportunity to make demands and Proposals with respect to any subject or issue not removed by Law. This agreement supersedes and

cancels all prior Agreements and expresses the entire understanding of the Parties. The Parties agree that Negotiations will not be re-opened on any item, whether contained herein or not, during the term of this Agreement except by the express, mutual, written consent of both Parties.

**ARTICLE 33
DURATION**

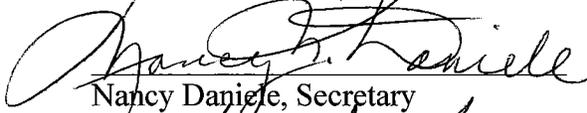
33.01 This Agreement shall be in full force and effect from March 1, 2014, through February 28, 2017. Should either Party give notice of its desire to modify this Agreement, such Party shall give written notice of its desire to modify this Agreement at least sixty (60) days prior to March 1, of the year in which this Agreement expires, or, in the case of an extension, the date of the expiration of the extension, by filing the appropriate notice with SERB and serving a copy upon the other Party. If neither Party gives notice of its desire to modify this Agreement as provided above, this Agreement shall continue in full force and effect from year to year after March 1 of the year in which this Agreement, or any extension thereof, expires subject to modification by either Party, by written notice, at least sixty (60) days prior to March 1 of any subsequent year.

Signed this 15th day of April, 2014:

GUERNSEY COUNTY DISTRICT
PUBLIC LIBRARY



H. Thomas Cahoon, President

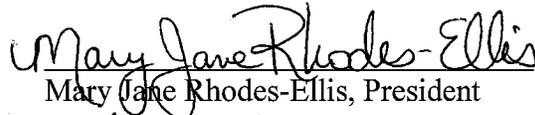


Nancy Daniele, Secretary



Rich Goodwin, Director

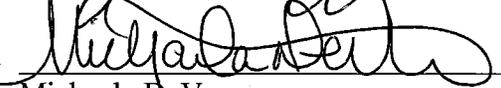
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME
Local 4/AFL-CIO #26



Mary Jane Rhodes-Ellis, President



Tina Raffelson, VP



Michaela DeVore,
Bargaining Committee Member

Approved by the Guernsey County Library Board of Trustees on April 2, 2014.

**GUERNSEY COUNTY DISTRICT PUBLIC LIBRARY
GRIEVANCE**

Work Location: _____

Grievant's Name: _____

Statement of Grievance: _____

Section of Agreement Claimed to Have been Violated: _____

Date, Time and Location of Occurrence: _____

Relief Requested: _____

Date Presented to Library Director: _____

Grievant's Signature: _____

Date Received by Library Director: _____

Name of Library Director: _____

Disposition: _____

Response Date: _____

Library Board

I hereby request that my grievance be forwarded to Step 2 (Arbitration). The Parties shall issue a joint request to the Federal Mediation and Conciliation Service requesting a list of Arbitrators to hear the Arbitration.

Date: _____ Grievant's Signature: _____

Received by Library Board: _____

Name: _____

(Submit in Duplicate)