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AGREEMENT

BETWEEN

BOARD OF TRUSTEES

AND

SEIU DISTRICT 1199

WV/KY/OH, THE HEALTHCARE AND SOCIAL SERVICE UNION

AND

STARK COUNTY DISTRICT LIBRARY CHAPTER OF DISTRICT 1199

November 18, 2014
TO
March 31, 2016

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ARTICLE I
Purpose

Section 1: Parties of Agreement

This Agreement is entered into between Board of Trustees, Stark County District Library, hereinafter referred to as the "Library," and Service Employees International Union, District 1199, WV/KY/OH, the Healthcare and Social Service Union, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.

Section 2: Other Agreements

This Agreement supersedes and cancels all previous agreements, verbal or written, among the Library, the Union and the employees of the Library and constitutes the entire agreement between the parties. No amendment or supplemental agreement shall be effective to bind the parties unless it is in writing and signed by the parties.

Section 3: Dignity and Respect

The parties are committed to ensuring that all employees of the Library, both management and staff, are treated with dignity and respect at all times. Allegations that any person failed to maintain the dignity and respect of another person may be presented at any time by either party to this Agreement and/or at a Labor/Management meeting. This Section 3 is not grievable.

ARTICLE II
Recognition

Section 1: SERB Certification.

Pursuant to the Certification of Representative issued by the State Employment Relations Board of the State of Ohio in Case No. 85-RC-10-4540, the Library recognizes Service Employees International Union, District 1199, WV/KY/OH, the Healthcare and Social Service Union and its affiliate Stark County District Library Chapter of District 1199, Service Employees International Union as the exclusive representative of its employees in a unit described below with respect to wages, hours and terms and conditions of employment.

Section 2: Bargaining Unit Inclusions

The bargaining unit shall consist of all employees in the following classifications: Maintenance 1, Maintenance 2, Clerk, Clerk/Driver, Bachelor, Master.

Section 3: Bargaining Unit Exclusions

The following employees are excluded from the bargaining unit: management, supervisory, casual and confidential employees; Shelvers; security; administrative assistants in the Library's Administrative Offices; Executive Director; substitutes; temporary employees; all other Directors, Assistant, Associate or Deputy Directors; Fiscal Officer and Deputy Fiscal Officer; department heads; managers; coordinators; System Administrator; and Emerging Technologies System Administrator.

ARTICLE III
Validity of Agreement

In the event that any provision or any part of a provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all provisions or any part of the provisions not so declared invalid shall remain in full force and effect. The parties shall meet and negotiate in good faith for a lawful substitute provision as soon as possible after such decision.

ARTICLE IV
Management Rights

Section 1: Retention of Management Rights

It is understood and agreed that the Library has all the customary and usual rights, powers, functions, and authority of management. Any of the rights, powers, functions, or authority which the Library had prior to the signing of this Agreement are retained by the Library, except as those rights, powers, functions, or authority are specifically abridged or modified by this Agreement. Accordingly, the Library retains all the rights identified in the Constitution and laws of the United States of America and of the State of Ohio and in Ohio Revised Code Section 4117.08.

Section 2: Examples of Retained Management Rights

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs

of the public 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 governmental operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted, including the right to subcontract work;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, 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 public employer as a governmental unit.

Section 3: Manner of Restricting Management Rights

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statutes, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

ARTICLE V
Union Rights

Section 1: Superseniority

A. To insure continuity of representation for members of the Union, the Union's Executive Board member or designee, and not more than eight (8) Union Delegates will head the seniority list in descending order of their seniority during their respective terms of office. This super seniority is only for purposes of layoff and recall and is subject to the qualification provisions of Article IX herein, and these employees shall return to their appropriate

places on the seniority list when they no longer serve in the designated position with the Union.

B. By July 1 of each year, the Union's Executive Board member or designee will provide the Executive Director or his/her designee with a written list of the persons entitled to superseniority. An amended list will be provided within thirty (30) days of any change in the composition thereof.

Section 2: Bulletin Boards

The Library will provide a section of the bulletin board in the non-public area of each Library facility for use by the Union. Such bulletin boards may be used only for (a) Union meeting notices; (b) Union election notices; (c) notices of appointment to Union offices; (d) notices of Union social affairs; (e) Union newsletter(s); (f) seniority list; (g) legislation as it affects the Union; (h) Union rights flyers; and (i) opportunities for Union trainings or Union leave. Such notices shall be maintained on a current basis. No notice may contain anything political, or controversial, or critical of the Library or the Board of Trustees of the Library or any employee or other person. A copy of all posted material shall be delivered to the Executive Director immediately upon posting.

Section 3: Authorized Contributions

Provided that the Union enters into a written agreement with the Library to pay the actual cost thereof, as determined by the Library, the Library will deduct any Authorized Contribution to the Union's Committee on Political Education (COPE) and/or any authorized deduction to any federal campaign from the pay of members on a regular monthly basis or on a one-time basis. The deduction(s) shall be transmitted to the Union no later than the 15th day of the month following the deduction. An Authorized Contribution is a contribution for which the employee has provided the Library with a written direction that such deduction be made from his/her pay.

Section 4: Union Dues

No payroll deduction for Union dues shall be made unless the Library first receives a signed card from each employee as a voluntary authorization for such deduction. It shall be the duty of the Union to furnish the Library with such authorization cards. The authorized deduction shall be made from all pays and deducted amounts, together with a list of employees from whom the deduction was made and amount deducted, shall be remitted to the Union by the 15th day of the month following the deduction.

Section 5: Restrictions on Union Business

Union business shall not be conducted in public service areas, on telephones in

public service areas, or in a manner that interferes with the employees performing their assigned tasks and serving the public. Bargaining unit employees, representatives and other officials (including committee chairs and members), shall conduct Union business send or receive emails and receive or make telephone calls pertaining to Union business only on breaks, on meal periods or non-work time. When a Library representative schedules a meeting or contacts a Union representative during his/her scheduled work time to discuss Union-related matters (e.g. grievance meetings), the Union representative and the Library representative will be jointly responsible for making sure the Union representative's supervisor is notified and making sure that meeting and conferring does not adversely affect public service or the operational needs of the Library.

Section 6: Paid Release Time for Union Leadership Team

A grand total not to exceed twenty (20) hours of paid release time, every other month, will be granted by the library for the Union Leadership Team to meet to discuss matters of joint concern relating to enforcement of the contract. The Union's Executive Board member or designee will notify the Human Resources Manager not less than thirty (30) days in advance to coordinate the scheduling of the meeting and the release time of the Leadership Team.

Section 7: Written Notifications to the Library

On an annual basis during the month of January or within thirty (30) calendar days of any changes to the following, the Union shall furnish to the Executive Director or his/her designee:

A. A complete list of all bargaining unit employees who have been elected or selected by the Union to serve any specific function within or on behalf of the Union (e.g. Union Leadership Team, committee chairs and members, building representatives).

B. An up-to-date copy of the Union Constitution and Bylaws.

C. The Union shall also furnish sufficient copies of its local Union newsletter and District 1199's newsletter to the Library for distribution to Library managers.

Section 8: Fair Share

A. The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union, for purposes of collective bargaining, contract enforcement and grievance resolution. Any bargaining unit employee hired on or after April 1, 2003 who elects not to be a member of the Union shall be assessed a fair

share fee beginning on the sixtieth (60th) day of employment, as provided herein and in accordance with all applicable laws and regulations. The deduction of fair share fees shall be from all pays and shall be remitted to the Union in the same remittance as Union dues, and shall include the same information as provided in paragraph 4 of this section.

B. The fair share fee shall be equal for all payors. The amount of the fair share fee, the Union's method of calculating same, the Union's procedure for notifying non-members of the amount and method of calculating the fees, and the Union's rebate procedure shall comply with and satisfy all requirements of the State Employment Relations Board (SERB) and the Ohio and federal courts. The Union shall provide the Library with a copy of any and all notices that it sends to fair share fee payors as part of its compliance with state and federal laws and regulations.

C. In the event deduction of fair share fees is challenged in court by any employee(s), deduction of fair share fees for all fair share fee payors shall automatically be placed in an escrow account established by the Library for such purposes until such challenge is fully and finally resolved and until all time for appeals to the courts has been exhausted. The proceeds of the escrow account will be distributed as directed by SERB, an arbitrator or the courts.

D. Any person who objects to paying the fair share fee because of religious beliefs shall be exempted from paying any fair share fee or union dues, as provided in Ohio Revised Code Section 4117.09(C).

Section 9: Union Membership

No member of the bargaining unit is required by this Agreement to become a member of the Union. However, any bargaining unit employee who is or becomes a member of the Union on or after ratification of this Agreement shall remain a member of the Union for the duration of this Agreement or, in the alternative, pay a fair share fee as provided in Section 8 hereof. The Library's obligation to make deductions of Union dues shall terminate upon receipt of a written revocation or upon the termination of employment or transfer to a job classification outside the bargaining unit. Upon receipt of written revocation of dues deduction authorization, the Library will begin deducting fair share fees from the employee's pay, rather than Union dues.

Section 10: Indemnification of Library

The Union agrees that it will indemnify and save the Library harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees or dues, to indemnify the Library for any liability imposed on it as a result of any such suit, claim or

administrative proceeding, to provide full and adequate legal defense for the Library in any such suit, claim or administrative proceeding, and to reimburse the Library for any and all expenses incurred by the Library in any such suit, claim or administrative proceeding, including court costs and legal fees, if any. The Union assumes full responsibility for the use and disposition of funds so deducted once they have been remitted to it.

Section 11: New Hire Information

Not later than five (5) working days after the meeting of the Board of Trustees at which the appointment of a newly hired bargaining unit employee is approved, the Library will furnish to the Union's Executive Board member or designee in duplicate the following:

A. Employee's name

B. Classification

C. Wage rate

D. Work location

E. In the event the employee was hired at a rate of pay higher than the minimum rate, the Library will provide the Union's Executive Board member or designee with the documentation and rationale relied upon to support the higher rate of pay.

F. The Library will also furnish the employee's address unless otherwise prohibited by Ohio Revised Code Section 149.43.

Section 12: Orientation

At the time the Library provides orientation to a newly hired bargaining unit employee, the Library shall permit a designated Union representative to attend the orientation session for up to fifteen minutes to provide the employee with information about the Union and a copy of the collective bargaining agreement. The information provided by the Union shall not be controversial or critical of the Library, the Board of Trustees or any other employee. With prior notice to his/her manager, the Union representative shall be provided up to sixty (60) minutes of paid release time, including transit to and from the orientation.

Section 13: Board Meeting Information

At the same time it is provided to the Board of Trustees, the Library shall provide the Union's Executive Board member or designee and the staff representative of SEIU 1199 a copy of the meeting notice, agenda, and all public materials that are

provided to the Board in the Board packet.

Section 14: Unpaid Release Time for Union Training/Meetings

The Library shall provide up to three (3) days per contract year of unpaid release time to up to ten (10) Union representatives as designated in paragraph 6 hereof for the purpose of attending Union-sponsored training and meetings. The Library shall also provide up to four (4) days per contract year of unpaid release time to two additional Union representatives for the same purpose. Any Union representative intending to use this unpaid release time shall provide the Library written notice of his/her need as far in advance as possible and in no event less than thirty (30) days prior to the day on which release time will be used.

Section 15: Use of Library's Internal Distribution System

Subject to the time restrictions in Section 5, above, the Union and its members of the bargaining unit may use the Library's internal distribution system for communications relating to the business of the Union.

Section 16: Access to Library Facilities

A. The staff representative of SEIU 1199 shall have access to a Library facility's non-public work spaces during hours the facility is open to the public for the purpose of conferring with members of the bargaining unit provided such conference does not interfere with employees performing their assigned tasks and serving the public and further provided such conference is not conducted while the participant(s) are on working time. The Union staff representative will notify the Human Resources Manager or designee in advance of the facility visit.

B. The Union may request permission to use Library meeting rooms during hours the Library is closed for the purpose of holding general membership meetings or meetings of the Union Leadership Team.

ARTICLE VI

Job Notice

Section 1: Vacancies

A. A vacancy is defined as a position that the Library desires to fill created by an increase in force or by an employee leaving a position. Before initiating the process to fill a vacant part-time position, the Library will evaluate, in its

sole discretion, whether increasing the hours of other part-time staff in the same branch or department through voluntary reassignment of hours would be consistent with the Library's staffing needs.

B. When the Library determines that a vacancy exists in a bargaining unit position, the Library shall provide notice to each bargaining unit employee via the Library's email system. In addition, vacancies may be posted on the library's web page. The successful candidate will be placed in a classification appearing on the posting. The notice shall contain the job classifications, salary, department, brief job description (including qualifications), and the deadline for filing a bid for the position, which shall be not less than ten (10) days after the email notice is first distributed. The notice shall not constitute a guarantee that the hours posted will be maintained. If a position is anticipated to involve more than two (2) evenings per week or more than two (2) Saturdays per month, it shall so state. All notices of vacancies will state that "a position may require a six day work week and may include Sunday as a regular work day at any agency." Except as otherwise provided by this agreement all employees are eligible to bid, including employees on layoff.

C. All written applications timely filed will be reviewed by the Library. The following factors shall be considered in good faith in awarding such job:

a. Seniority.
b. Qualifications to perform the work available.
c. Ability to perform the work available.
d. Comparable social and psychological attributes.
e. Punctuality and reliability.
f. Comparable education.
g. Comparable aptitude.
h. Comparable skill.
i. Comparable experience in the Stark County District Library system.
j. Comparable overall experience.
k. Comparable motivation.
l. Disciplinary record, and the employee's written rebuttal.

Applications from interested people not currently employees of the Library may be considered for all job openings. Outside applicants will be considered on the same terms as bargaining unit employees bidding for vacant positions. Only in the instance where factors (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), and (l), are relatively equal as between applicants will seniority govern.

Section 2: Return to Former Position

Any employee who has been awarded a new position under this bidding system

may, during the first thirty (30) calendar days in the new position, be returned to his/her former position, if the employee proves to be unqualified or otherwise unsuitable to the position. During this same period, the employee may elect to return to his/her former position if the Library has not hired an individual to fill that position.

Section 3: Vacation Scheduling after Placement in New Position

For purposes of scheduling and for selecting vacation periods for the remainder of the vacation scheduling year after placement in the new position, the employee's date of transfer to the new position shall be treated as if it were the employee's most recent date of hire in a bargaining unit position.

Section 4: Temporary Transfers

A. The Library shall have the right to temporarily transfer employees to fill any position until the bidding procedure is completed and the position is permanently filled, or to cover for any absence.

B. Where the temporary transfer is expected to last five (5) or more consecutive workdays, the Library will make a good faith effort to solicit volunteers for the temporary transfer. Where circumstances permit, the Library will assign a volunteer to the temporary transfer.

C. Any employee so transferred will receive his/her regular rate of pay for the duration of the pay period in which the transfer is made. Thereafter, for the duration of the transfer, he/she will retain his/her regular rate of pay if he/she is temporarily transferred to a classification in a lower pay grade. If the employee is temporarily transferred to a classification in a higher pay grade, he/she will receive an additional $.25 per hour or the minimum of the pay grade, whichever is greater.

Section 5: Permanent Transfer

The Library shall have the right to permanently transfer all or a portion of an employee's hours from one work site to another in order to meet Library needs. The Library will meet and confer with the Union prior to implementing such a transfer.

Section 6: Notice of Job Award

The Library will provide written notice of a job offer to the successful internal candidate for the vacant position. Prior to publicly announcing the successful internal candidate for a vacant position, the Library will make a good faith effort to

notify promptly all internal candidates who were not selected for the position. The notice of award shall thereafter be sent to each branch and each department through internal library mail and posted on the bulletin board in the staff lounge in the main library.

ARTICLE VII
Probation

Section 1: Probationary Period

Persons newly employed in positions in the bargaining unit shall be Probationary Employees for a period of six (6) months from the date of hire. The Library may extend the probationary period for three (3) months by providing the affected employee and the Union's Executive Board member with advance written notice stating the reason for the extension.

Section 2: Limitation on Rights of Probationary Employee

During the probation period the probationary employees:

A. May be disciplined or discharged and such action shall not be the subject of a grievance under the grievance procedure and the Union shall take no action in connection therewith even though the employee may be a Union member;

B. Shall have no seniority.

Section 3: Calculating Seniority

Upon the continuation of his/her employment following the completion of the probationary period, such employee's seniority will be calculated from his/her date of hire.

ARTICLE VIII
Hours of Work

Section 1: Normal Work Week

Except as otherwise provided herein, the normal work week for full-time employees shall be forty (40) hours of work performed in five (5) days of nine (9) hours (inclusive of unpaid lunch period) commencing on Monday as the first day of the work week. Employees may be scheduled to work a forty (40) hour week spread over six (6) days. Nothing contained in this Agreement shall be construed as a guarantee of any specific number of hours of work per week for any

employee.

Section 2: Scheduling

A. The Library may establish starting times for individuals, departments, or branches and may change starting times, hours of work and work schedules from time to time for individuals or departments. Affected employees will be notified of such changes as far in advance as is reasonably possible. Work schedules may be changed by the Library from time to time as required to satisfy staffing needs.

B. Employees will be given reasonable advance notice of changes in Library hours and scheduling practices.

C. An employee who desires a temporary or permanent reduction in his/her regularly scheduled hours may submit a written request as far in advance as possible to his/her manager with a copy to the Human Resources Manager. The request shall specify the desired reduction, the proposed starting and, in the case of a temporary reduction, the proposed ending date. The Library will approve or deny the request based on its determination of the staffing needs of the Library.

Section 3: Meal Period

A. Except as otherwise provided herein, employees working eight (8) consecutive hours on any shift shall be entitled to a one (1) hour, unpaid, meal period. Employees working five (5) or more consecutive hours, but less than eight (8) hours, on any shift shall be entitled to a one-half (1/2) hour, unpaid, meal period. Employees in Mobile Services, at the Library's option, may be scheduled for eight and one-half (8 1/2) hour work days with one-half (1/2) hour, unpaid, meal period.

B. An employee working in any branch who is scheduled to work eight (8) consecutive hours as the only employee on duty shall, whenever possible, within that eight (8) hour period, schedule his/her own break and lunch period not to exceed one (1) hour total time during low patron usage time while remaining on call for library business.

C. Meal periods shall be scheduled by the supervisor.

Section 4: Other Breaks

As used herein "break," "rest period" or "coffee break" means any time an employee leaves his/her workstation or area for other than work- related purposes. For each four (4) hour work period, each employee is entitled to a break or breaks not to exceed fifteen (15) minutes in total, subject to scheduling

by the supervisor.

Section 5: Overtime

A. Overtime (i.e. time worked in excess of a forty hour work week) will be offered within the individual department or branch on a voluntary and rotating basis with the most senior employee in the department or branch who is qualified to do the work being selected first in the rotation. If there are no volunteers, assignments will be made on a rotating basis starting with the least senior employee qualified to do the work.

B. Except as noted below in this Section 5, employees shall be paid one and one-half (1 1/2) times their applicable rate of pay for all hours authorized by the Library which are worked in excess of forty (40) hours actually worked in a work week.

C. Hours paid but not worked (e.g. vacation, sick leave, compensatory time) will not count as hours worked for overtime purposes.

D. Prior approval for overtime work must be obtained from the supervisor except in cases of recognized emergencies.

E. Maintenance employees shall receive a minimum of two (2) hours of compensation on each occasion of reporting for work in an emergency situation, which is not within two (2) hours before his/her regular scheduled shift. If the employee reports within two (2) hours before his/her regular scheduled shift, he/she will remain on duty for the remainder of the scheduled work day.

Section 6: Flextime and Split Shifts

A. The Library may, at the employee's request, arrange flextime scheduling in a department, which may include a request for a one-half hour meal break. Such arrangements will be discussed and established between or among the employee or employees and the supervisor. The granting, refusal to grant or operation of flextime shall not be grievable.

B. Any employee required to work a split shift shall so note on his/her timecard and will be paid a $3.00 split shift premium for each day on which a split shift is worked.

Section 7: Evenings and Weekends

A. When possible, the Library shall schedule an employee so that he/she shall not be required to work more than two (2) evenings per week. This restriction does not apply to employees who are specifically hired for

evening work or to employees who have requested to work more than two (2) evenings per week.

B. When possible, the Library shall schedule an employee so that he/she shall not be required to work more than two (2) Saturdays per calendar month with four (4) Saturdays or more than three (3) Saturdays per calendar month with five (5) Saturdays. This restriction does not apply to employees who are specifically hired for Saturday work or to employees who have requested to work more Saturdays than set forth above.

Section 8: Sunday Hours

A. All notices will state that "a position may require a six day work week and may include Sunday as a regular work day at any agency." The Library ordinarily will not require employees to reduce their hours, or otherwise adjust their schedule, during any work week in which the employee is also scheduled to work on Sunday.

B. Bargaining unit employees will earn time and one-half for all hours worked on Sunday, but Sunday hours shall not be subject to the overtime scheduling provisions of Section 5, above. Subject to the provisions of Article XIII, an employee may elect to take one and one-half hours of compensatory time off for each hour worked on a Sunday.

C. Notwithstanding the Library's contractual and statutory right to schedule employees and to establish and change hours of work, including Sunday hours, the parties have agreed to adhere to the following terms and conditions regarding Sunday scheduling:

1. Not later than May 31 of each year during the term of this Agreement, any bargaining unit employee who is regularly assigned to work in an agency that is not open on Sundays may notify Human Resources of his/her desire to be assigned to Sunday work during the ensuing Sunday season (i.e. September-May). Provided the Library determines such employee is qualified for Sunday work and the employee makes himself/herself available for orientation at any Library facility at which he/she will be assigned on Sundays, the Library will make a good faith effort to schedule such employee on Sundays along with those employees who are regularly assigned to work in the agencies that are open on Sunday.

2. Not later than May 31 of each year, managers in departments and branches open on Sunday will meet and confer with agency staff members to evaluate the adequacy and method of Sunday staffing. In planning for Sunday staffing, such managers will allow each agency staff member to indicate whether he/she prefers to receive Sunday

assignments as well as whether he/she prefers Sundays to be included in the regular work week or to be in addition to the regular work week. In making Sunday staffing assignments, managers will make a good faith effort to maximize Sunday assignments to those agency staff members who desire them and to minimize Sunday assignments to those who prefer not to work on Sundays.

3. Schedules for Sunday work commencing in September each year will be posted by August 15. The Library will meet and confer with the Union upon request to discuss Sunday scheduling matters or before the Library changes the scheduling process set forth herein.

Section 9: Part-Time Employees:

A. "Part-time Employees" are those employees who are regularly scheduled to work less than 40 hours in a normal work week.

B. Part-time bargaining unit employees may request and may be assigned to substitute work. If such work is allocated to interested part-time bargaining unit employees, the Library will make a good faith effort to allocate such additional hours to interested bargaining unit employees at the home location first. Part-time bargaining unit employees shall receive their regular wage compensation for such substitute work, but shall not accrue benefits of any kind for the substitute hours worked.

C. Substitute work is in addition to regularly scheduled part-time hours and will be designated as substitute hours in advance.

ARTICLE IX
Seniority, Layoff/Recall

Section 1: Seniority

Seniority is an employee's length of continuous service from his/her last date of hire within the bargaining unit. "Date of Hire" for purposes of seniority means the date of employment in a bargaining unit position whether by reason of employment, reemployment or transfer from a non- bargaining unit position. The parties may agree prospectively and on a case-by-case basis to give an employee credit for prior service with the Library in a non-bargaining unit position when determining an employee's seniority date and date of most recent hire in a bargaining unit position for purposes of Article XII.

Section 2: Break in Service

An employee shall have a break in service (i.e. termination of seniority and employment) in the event his/her employment shall be terminated by any of the

following reasons, acts, or conditions:

A. Resignation, except that an employee who voluntarily resigns and is rehired not more than one (1) year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

B. Discharge for just cause.

C. Absence for three (3) consecutive days, or more, without notice.

D. Overstay of a leave of absence or vacation without bona fide reason approved in advance or, in exceptional cases, approved later by the Library.

E. Engaging in other employment without approval of the Library while on leave of absence.

F. Failure to report for work after notification of recall from layoff within five (5) working days from the date original notification was sent to the last home address the employee had given to the Library. The Library will also make a good faith effort to notify the employee by email and/or phone call.

G. Layoff for a period of fifteen (15) calendar months in the case of employees who have five (5) years of service or less, or layoff for a period of thirty (30) calendar months for employees with over five (5) years of service.

H. Failure to apply for reemployment within ninety (90) calendar days after being released from duty in the military service.

Section 3: Classification Sequence for Layoff and Recall

For purposes of layoff and recall, the sequence of classifications from highest to lower shall be:

Masters
Bachelor
Maintenance 2
Clerk/Driver
Clerk
Maintenance 1

Section 4: Seniority List

Upon request, the Library shall provide the Union with a list of bargaining unit employees showing each employee's seniority date, classification, location, and rate of pay. Upon request from SEIU 1199, and unless otherwise prohibited by law, the information will include each employee's address and phone number for

audit purposes.

Section 5: Meet and Confer

In the event the Library decides to implement a voluntary layoff, or reduction in force, the parties agree that the following process shall apply. When the Library has developed a strategy for reduction in force but prior to implementation, the Library shall meet with the Union to discuss implementation of the reduction in force in accordance with this Article and/or alternatives suggested by the Union to offset or minimize the anticipated reduction in force. The Union agrees to make itself available on an expedited basis for such discussion since time may be of the essence due to financial exigencies. The Library will provide relevant financial information to the Union on an expedited basis. The Library will provide the Union with an updated seniority list as of the most recent payroll possible prior to the meeting. Nothing herein shall preclude the parties from altering the process set forth below based on a written mutual agreement entered into at the time the reduction in force is being implemented.

Section 6: Voluntary Layoff

A. Before initiating a reduction in force, the Library may offer employees in the affected positions, classifications, departments or agencies the opportunity to express an interest in accepting a voluntary layoff of not less than one week. If an employee expresses such an interest, the Library will make a good faith effort to accommodate that request prior to or in lieu of initiating a reduction in force in accordance with this Article. The duration of the voluntary layoff shall be established by mutual agreement of the Library and the employee prior to the start of the layoff. Following a voluntary layoff, an employee shall be returned to his/her prior position unless the employee has otherwise been displaced in accordance with this Article, in which case the employee who accepted a voluntary layoff shall have recall rights as set forth in Section 7, below.

Section 7: Displacement Process

A. In the event of a decrease of force beyond the voluntary layoff, the Library shall determine the position or positions to be affected by the reduction in force and identify the affected employees on the basis of seniority, as defined in this Article IX. The Library shall notify the employee or employees to be displaced.

B. Each Displaced Employee who desires to exercise his/her seniority to avoid being laid off may, within three (3) working days (i.e. Monday through Friday, excluding holidays) of notice of displacement, displace into the position of another employee (the "Bumped Employee") in accordance with the following progression, provided in all instances that the Displaced

Employee has the qualifications to do the work performed by the Bumped Employee:

1. Displace the least senior employee in the Displaced Employee's current classification whose regularly scheduled hours are the same as the Displaced Employee. If none, then;
2. Displace the least senior employee in the Displaced Employee's current classification from among those employees whose regularly scheduled hours are not more than eight (8) hours greater than the Displaced Employee's current hours. If none, then;
3. Displace the least senior employee in the Displaced Employee's current classification from among those employees whose regularly scheduled hours are not more than eight (8) hours less than the Displaced Employee's current hours. If none, then;
4. Displace the least senior employee in the next lower classifications from among those whose regularly scheduled hours are either the same as the Displaced Employee's current hours. If none, or if the Displaced Employee is not qualified to displace such employee, then;
5. Displace the least senior employee from among those employees in the next lower classification from among those whose regularly scheduled hours are not more than eight (8) hours greater than the Displaced Employee's current hours. If none, or if the Displaced Employee is not qualified to displace such employee, then;
6. Displace the least senior employee from among those employees in the next lower classifications whose regularly scheduled hours are not more than eight (8) hours less than the Displace Employee's current hours. If none, or if the Displaced Employee is not qualified to displace such employee, then;
7. The foregoing progression, including consideration of regularly scheduled hours, will continue to successively lower classifications until the employee displaces the least senior employee.

   In all instances, it is the parties' mutual desire and intent to make a good faith effort to assure that a Displaced Employee has an opportunity to use his/her seniority to bump into the highest paying classification that he/she is qualified to perform.

   "Qualifications" means having the social and psychological attributes required for the position and the ability to meet normal required standards of job performance upon a minimal orientation to the position not exceeding five (5) working days.

C. When an employee displaces another employee, the pay for the displacing employee shall be determined as follows: a) if displacing an employee in the same classification and pay grade, the Displaced Employee will retain his/her same rate of pay; b) if displacing an employee in a lower pay grade, the employee shall be paid the lesser of his/her current rate of pay or a rate

of pay that is two percent (2%) above the minimum rate of the pay grade for the Displaced Employee's new classification for each full year of seniority for the Displaced Employee (e.g. a Displaced Employee with ten years of seniority will be paid at a rate that is 20% above the minimum rate of the Displaced Employee's new classification).

Section 8: Recall Rights

A. A laid off employee retains recall rights until his/her seniority is terminated in accordance with Section 2.G of this Article.

B. A displaced employee who is working in a different classification than the one from which he/she was initially displaced at the time of a reduction in force retains recall rights for one year from the date of initial displacement or until he/she is restored to the same classification, location and regularly scheduled hours as the position from which they were initially displaced.

Section 9: Recall Process

In the event of a recall, the Library shall determine the position or positions, if any, to be affected by the increase in force and shall thereupon recall in order of seniority in accordance with the following progression. In all instances the employee to be recalled must have the qualifications to do the work. In addition, no employee will be recalled to a higher classification then the classification in which the employee worked prior to his/her initial displacement. Nothing herein shall preclude the parties from altering the process set forth below based on a written mutual agreement entered into at the time a recall is being implemented.

A.

1. The most senior employee currently on layoff who worked in the same classification immediately prior to the reduction in force.
2. The most senior employee currently on layoff who worked in a higher classification immediately prior to the reduction in force.
3. The most senior employee who is actively working with the Library but who retains recall rights and who worked in the same classification immediately prior to the reduction in force.
4. The most senior employee who is actively working with the Library but who retains recall rights and who worked in a higher classification immediately prior to the reduction in force.

B. If the employee is recalled to the same classification and pay grade he/she held prior to being displaced or laid off, the employee will be restored to the same rate of pay paid to the employee prior to displacement or layoff. If the employee is recalled to a lower classification, he/she shall be paid at the lesser of the rate of pay paid to the employee prior to displacement or layoff or the rate of pay that is two percent (2%) above the minimum rate of the

pay grade for the classification to which the Displaced Employee is recalled for each full year of seniority for the Displaced Employee (e.g. a Displaced Employee with ten years of seniority will be paid at a rate that is 20% above the minimum rate of the Displaced Employee's new classification).

C. The Library will maintain a list of the displaced employees on recall that includes position, hours, location, wage rate and recall status prior to the reduction in force and the same information after bumping. This information will be updated after each recall.

D. The Library will provide the Union Executive Board member and the SEIU 1199 Representative with copies of the recall list and copies of all notices of recall. The Union will be notified of recall responses.

E. An employee may choose to remain on the recall list rather than accept recall to a position where scheduled hours differ by more than eight (8) hours from the scheduled hours worked by the employee prior to the reduction in force.

Section 10: Waiving Right to Displace

An employee may elect in writing to waive his/her right to displace the least senior employee in another position and accept layoff. In such event, such employee who has waived the right to exercise his/her seniority as herein above set forth shall be recalled only in accordance with Section 7, above.

Section 11: Position Elimination

Notwithstanding the other provisions of this Article IX, if the Library determines to eliminate a bargaining unit position, it may place the affected bargaining unit employee in a bargaining unit position that the Library deems the affected employee is qualified to perform, provided it does not result in a loss of hours, rate of pay or pay grade for the employee.

Section 12: Benefit Continuation

While on layoff, an employee will be eligible to continue coverage under the Library's health insurance plan at the employee's cost in accordance with applicable laws and regulations.

ARTICLE X
Discipline

Section 1: Notification

Disciplinary action shall be taken only for just cause. The Library will prepare a written disciplinary notice for all formal discipline, including verbal warnings. Copies of any disciplinary notice shall be furnished to the employee and unless otherwise directed in writing by the employee a copy shall be furnished to the Union Executive Board member of the Local Union. An employee may appeal a demotion, suspension, discharge, or written disciplinary action through the grievance procedure.

Prior to the imposition of a disciplinary demotion, disciplinary suspension for more than three days, or termination, the employee shall be afforded an opportunity to be informed of the charges against him/her and to offer his/her side of the story. This opportunity shall be afforded in accordance with the U.S. Supreme Court's *Loudermill* decision or any subsequent, binding judicial precedent affecting pre-discipline due process requirements. The Union shall be notified and given the opportunity to attend the pre-disciplinary meeting.

Section 2: Personnel File

An employee may examine and copy material in his/her personnel file except for pre-employment information. Written requests shall be made to and examinations scheduled by the Human Resources Manager. All such examinations will be made outside the employee's regular working hours and shall be made in the presence of the Human Resources Manager or his/her designee. No record, or any part thereof, may be altered or removed during the examination except with the written consent of the employee and the Human Resources Manager. The employee may add an appropriate written response in the file.

Section 3: Removing Discipline

Written disciplinary documents and derogatory materials will be removed from the employee's personnel file upon the employee's written request two (2) years after date of entry and will not be considered for purposes of future disciplinary action, if there have been no other infractions or discipline within that twenty-four (24) month period. Materials removed from the personnel file pursuant to this Section shall be placed in a separate Library file.

ARTICLE XI
Holidays

Section 1: Paid Holidays

The following are recognized as paid holidays for full-time employees and will be paid for based on regularly scheduled hours and straight-time pay:

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

Section 2: Working Holidays

The Library may remain open on Presidents' Day and Veterans' Day. Full-time employees working on these holidays will be granted eight (8) hours of holiday compensatory time for working such holiday.

Section 3: Holiday Comp Time

If a holiday on which the Library is closed falls on a full-time employee's regular day off, the employee will receive 8 hours Holiday Comp Time. After consulting with an employee, the Library may reschedule the employee's regular day off during the week in which the Library is closed due to a holiday.

Section 4: Sunday Closings

A. For the duration of this Agreement, agencies that are normally open on Sundays will remain closed on Mother's Day and Easter.

B. In the event a holiday on which the Library is closed falls on a Sunday, the Library will be closed on the following Monday unless otherwise agreed to by the parties.

Section 5: Holiday Comp Time for Part-time employees

A. Part-time employees are not entitled to holiday pay or to compensatory time for holiday work. However, part-time employees who are regularly scheduled twenty (20) or more hours per week will receive holiday compensatory time based on a proration of an eight (8) hour holiday. Holiday compensatory time for each holiday will be available for use by an eligible employee on or after the day on which the holiday is observed.

B. Part-time employees whose number of work hours is reduced due to the closure of the library on a holiday will be allowed to make up lost hours by

working additional day(s) within the same pay period as the holiday, or by taking paid time off, or a combination thereof.

ARTICLE XII
Vacation

Section 1: Employees Not Holding a Master in Library Science

A. Each full-time employee who does not hold a Masters in Library Science shall accrue vacation for up to eighty (80) compensated hours in a pay period at the following accrual rates:

1. From date of hire to fifth anniversary, accrual rate is 3.077.

2. From fifth anniversary to tenth anniversary, accrual rate is 4.615.

3. From tenth anniversary to fifteenth anniversary, accrual rate is 6.154.

4. From fifteenth anniversary on, accrual rate is 7.692.

B. Each part-time employee who does not hold a Masters in Library Science shall accrue vacation for compensated hours in a pay period up to their regularly scheduled hours, with the foregoing accrual rates in Section 1.A being pro-rated.

Section 2: Employees Holding a Master in Library Science

A. Each full-time employee who does hold a Master in Library Science shall accrue vacation for up to eighty (80) compensated hours in a pay period at the following accrual rates:

1. From date of hire to seventh anniversary, accrual rate is 6.769 hours.

2. From seventh anniversary on, accrual rate is 7.692 hours.

3. Only employees holding a Master in Library Science who accrue 8.307 hours per pay period as of March 1, 1994 will continue to earn at that rate.

B. Each part-time employee who does hold a Masters in Library Science shall accrue vacation for compensated hours in a pay period up to their regularly scheduled hours, with the foregoing accrual rates in Section 2.A being pro-rated.

Section 3: General Provisions

A. For full-time employees, holidays set forth in Article X shall not be charged to vacation leave.

B. At the time of separation from employment, a non-probationary employee shall be paid at his/her then regular rate of pay for all unused accrued vacation.

Section 4: Maximum Vacation Accrual

A. Vacation may be carried over from year to year.

B. For employees hired on or before March 31, 2009, the maximum vacation accrual shall be as follows:

Through 12/31/2012:	650 hours
Eff. 1/1/2013:	610 hours
Eff. 1/1/2014:	570 hours
Eff. 1/1/2015:	530 hours

C. For employees hired after March 31, 2009, the maximum vacation accrual shall be 300 hours.

D. Once an employee has reached the maximum applicable accrual, no additional vacation time will accrue until employee is under the maximum applicable accrual allowed.

Section 5: Scheduling

A. Vacation shall be scheduled by the Library so that it does not interfere with the operation of the Library.

B. To accommodate employees' choices, the Library shall post, not later than February 1 each year, a listing of agency employees in order of date of hire. Employees shall notify the Library by February 15 of that year of their preferred choice of vacation periods to February 15 of the next year, and any conflict in choice shall be resolved in favor of the employee with the earliest date of most recent hire in a bargaining unit position.

C. Any vacation request submitted after February 15 of any year shall be subject to review and approval of the manager on a first come, first served basis, or such vacation may be scheduled by the Library.

D. Special vacation requests requiring finalization prior to February 15 may be submitted to the employee's supervisor for special consideration. Such vacation requests whether granted or not granted, regardless of their effect

on choices based on date of hire, are not grievable.

E. PTO may be converted to sick leave or bereavement leave at the employee's written request directed to the Human Resources Department (HR) only under extraordinary circumstances as defined by the Library. The HR Department decision is appealable to the Labor/Management (L/M) Committee.

ARTICLE XIII
Compensatory Time Off

Compensatory time off may be provided at the discretion of the Library in lieu of cash payment for overtime hours worked in excess of forty (40) in any work week in accordance with the following requirements:

A. One and one-half (1 1/2) hours of compensatory time off shall be provided for each hour worked in excess of forty (40) hours actually worked in a work week.

B. Each employee may accrue up to eighty (80) hours of unused compensatory time (53.334 hours of actual overtime) for overtime hours worked. Employees who have accrued unused compensatory time up to the limit must be paid cash for additional overtime worked until the unused compensatory time balance drops below eighty (80) hours.

C. The employee's request for use of unused compensatory time must be approved in advance by the immediate supervisor so that it does not interfere with the operations of the Library.

D. When compensatory time is used the employee receives his/her regular rate of pay for the time off from work. Such hours are not counted as hours worked for overtime eligibility purposes in the week in which they are paid.

E. Upon termination of employment, unused compensatory time shall be paid at the employee's final regular rate of pay.

F. Unused compensatory time in excess of forty (40) hours will be paid to the employee at the end of the calendar year, unless exception is made by the Library.

G. The above provision is subject to modification to assure compliance with applicable federal regulations.

ARTICLE XIV
Unpaid Leaves of Absence

Section 1: Introduction

Nothing in Articles XIV or XV of this Agreement shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the Family and Medical Leave Act of 1993. The twelve (12) month period in which the twelve (12) week leave entitlement occurs shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave. If an employee takes any form of leave pursuant to Articles XIV or XV of this Agreement under circumstances in which the employee is also eligible for FMLA leave, the employee will be deemed to be on FMLA leave concurrently with any other form of leave the employee is granted pursuant to Articles XIV and XV. An employee eligible for leave under the FMLA will be required to use all accrued sick time and all accrued vacation leave at the outset of his/her FMLA leave. However, upon prior written request to the Human Resources Manager, an employee may reserve up to forty (40) hours of his/her accrued vacation time (or pro-rated equivalent for part-time employees) for use following return from FMLA leave. For purposes of Articles XIV and XV, "serious health condition" shall be as defined in the Family and Medical Leave Act of 1993.

Section 2: Definition

A. An unpaid leave of absence is any authorized absence without pay approved in accordance with this Article. Subject to the provisions below, employees of the Library are eligible for such leave.

Section 3: General Provisions

A. A request for an unpaid leave of absence shall be submitted in writing to the Human Resources Manager at least thirty (30) days in advance of the anticipated starting date of the leave. In appropriate circumstances, the Human Resources Manager may approve unpaid leave on shorter notice. The request shall state the desired starting date of the unpaid leave and the desired or anticipated return to work date. The Library will ordinarily respond within seven (7) days of its receipt of the request for the unpaid leave.

B. Whenever practicable, a request for extension of an unpaid leave shall be submitted in writing to the Human Resources Manager at least seven (7) days before the date of expiration of the unpaid leave.

C. All extensions of individual or parenthood leave must be approved by the Executive Director or his/her designee before they become effective. Approval of all unpaid leave extension requests shall be at the discretion of

the Executive Director or his/her designee.

D. An employee returning from an unpaid leave shall return to work in his/her prior position provided his/her absence, including any prior contiguous period of paid or unpaid absence, does not exceed twelve weeks.

E. When an employee is prepared to return to work after an approved unpaid leave of absence within the time period approved or the extension thereof, the employee shall be reinstated to that position if it is still vacant.

F. An employee who desires to return to work after an approved unpaid leave of absence within the time period approved, or the extension thereof, when a replacement has been transferred to or offered the position, shall be treated as if on layoff and shall be returned to work based on seniority in accordance with the recall procedure in Article IX, Section 8. If the employee rejects the recall to a position with at least the same location, hours and grade as the position held at the time leave commenced, he/she shall have no further recall rights under this provision but shall retain the right to bid on a position.

G. After an unpaid leave has been approved, it shall not be canceled or shortened by the employee without the express written authorization of the Executive Director or his/her designee.

H. Upon evidence that the reason for an approved leave's original authorization was deliberately misrepresented, fraudulent, or ceased to exist, such leave may be cancelled by the Executive Director or his/her designee, and the employee may be subject to disciplinary action up to and including termination.

I. Time spent on an unpaid leave of absence and time spent awaiting a vacancy in an employee's former classification shall not be considered toward the accrual of sick or vacation time.

J. If an employee fails to return from an unpaid leave of absence on the return to work date, or an approved extension, the employee shall be considered to have resigned effective on the return to work date.

Section 4: Benefits While on Leave

Benefit Continuation During a Leave of Absence. If an employee is on an unpaid leave of absence for more than thirty (30) calendar days, the employee shall assume payment of employer- paid employee benefit premiums effective as of the first day of the month beginning more than thirty (30) days from the commencement of the unpaid leave. In the case of an unpaid leave of absence that is also covered by the Family and Medical

Leave Act (FMLA), the employee will be required to assume payment of such premiums effective as of the first day of the month beginning more than ninety (90) days from the commencement of the unpaid leave. Upon submission of an application for such unpaid leave, the employee will be advised of the date when he/she will become responsible for the premium or payment and the amount of such premium or payment. An employee's failure to make a premium payment in a timely fashion will result in termination of the benefit. Except as required by the FMLA, in no event will the Library provide employer-paid benefit premiums or payments for employees on unpaid leave for more than thirty (30) days in any successive period of twelve (12) calendar months.

An employee on an authorized unpaid leave of absence will not be paid for a holiday that may fall during the period of the unpaid leave.

Section 5: Types of Unpaid Leave

There shall be five (5) distinct types of unpaid leave:

A. Individual Leave
B. Disability Leave
C. Parenthood Leave
D. Military Leave
E. Union Business Leave

Section 6: Individual Leave

An employee may request an unpaid individual leave of absence for personal reasons not related to the employee's own medical condition. The granting of the unpaid leave request shall, at all times, be at the discretion of the Library.

Section 7: Disability Leave

A. An employee who is disabled may request and may be granted an unpaid disability leave of not more than twenty-six (26) consecutive weeks.

B. With the application for such leave, which shall specifically state the first day of the requested leave and the anticipated return to work date, the employee shall submit medical verification of his/her disability which forms the basis for the requested leave and the anticipated duration of the disability. The Library reserves the right to require a second opinion by a health care provider of the Library's choice and at the expense of the Library. Should the opinions disagree, a third health care provider selected by the employee's and Library's health care providers shall be appointed to conduct an examination and to resolve the dispute. This cost shall be paid

by the employee, and the Library shall reimburse the employee for one-half (1/2) his/her actual out-of-pocket expense for the third opinion.

C. Disability leave shall not commence prior to the employee's exhaustion of accumulated sick time, sick leave bank, if the employee is eligible for sick leave bank, and all paid time off benefits (vacation and holiday compensatory time). However, upon prior written request to the Human Resources Manager, an employee may reserve up to forty (40) hours of his/her accrued vacation time (or pro-rated equivalent for part-time employees) for use following return from disability leave.

D. Prior to returning to work from an approved disability leave, an employee must provide the Human Resources Manager with a satisfactory statement from his/her treating healthcare provider confirming the employee's release to work and specifying any work restrictions recommended by the healthcare provider .

E. If the employee, for medical reasons, is unable to return to work on the anticipated return date, he/she shall within three (3) days of learning of the need to delay his/her return to work date and in any event not less than three (3) days prior to his/her anticipated current return to work date, give the Human Resources Manager written notice of a new anticipated return date which shall then be the "return to work date," subject to further review by the Library in accordance with B.1, above. The "return to work date" shall in no event extend the leave to more than six (6) months.

Section 8: Parenthood Leave

An employee who is not eligible for FMLA leave may request and shall be granted unpaid parenthood leave of absence of up to twelve consecutive weeks during the 12-month period beginning on the date of the birth, or placement for adoption or foster care.

Section 9: Military Leave

An unpaid military leave of absence shall be granted in accordance with applicable federal and state laws.

Section 10: Union Business

A non-probationary bargaining unit member may request an unpaid Union business leave for a period of up to one year to enable the representative to work on Union business. The leave may be granted with the written approval of the Executive Director or his/her designee. The granting of the leave request shall, at all times, be at the discretion of the Library. The Union representative shall give the Library thirty (30) days' notice of all requests for

leave pursuant to this Section 10. The Library shall not permanently fill the Union representative's position while the employee is on Union leave.

ARTICLE XV
Sick Time/Sick Leave Bank

Section 1: Introduction

Refer to the opening paragraph in Article XIV for additional information pertaining to the Family and Medical Leave Act ("FMLA") as it relates to this Article.

Section 2: Paid Sick Time

A. An employee in the bargaining unit shall be entitled, for each completed eighty (80) hours of service, to sick time of four and six-tenths (4.6) hours with pay. Employees begin accruing sick time from date of hire. No employee shall be permitted to use more sick time than he/she has accrued.

B. Sick time may be granted only for the following:

1. personal illness that renders the employee unable to perform his/her job;
2. personal illness other than a common cold that renders the employee contagious;
3. injury that renders the employee unable to perform his/her job;
4. the employee's medical confinement or disability;
5. an employee's pregnancy-related condition that renders her unable to perform her job;
6. illness or injury of an employee's parent, spouse, domestic partner, child where the employee's presence is medically required;
7. illness or injury of an employee's grandparent, a person living in the employee's home, or a person for whom the employee has a medical durable power of attorney, but in each instance only when the employee's presence is medically required or when the employee is the primary caregiver;
8. medical appointments, including regular, routine checkups, which cannot be scheduled outside the employee's work hours, of the following: the employee; the employee's parent, child or spouse; the employee's grandparent when the employee is the primary caregiver; or a person residing in the employee's household, or a person for whom the employee has a medical durable power of attorney, but only when the employee's presence is medically required.

C. When an employee's need for sick time is foreseeable (e.g. a scheduled medical appointment), then the employee must provide his/her supervisor with notice as soon as the need for sick time is known in order to be eligible

for paid sick time. When an employee's need for sick time is not foreseeable, the employee must call his/her supervisor as soon as practicable in order to be eligible for paid sick time, but not less than sixty (60) minutes prior to the start of his/her shift unless the employee is incapacitated. If the supervisor is unavailable, the employee must leave a message at work for the supervisor.

D. Where an employee's absence from work is due to a medical appointment or regular, routine checkup that cannot be scheduled outside the employee's work hours, sick time will be paid only for the scheduled hours the employee was unavailable for duty due to the appointment, including reasonable travel time. The employee will not necessarily be paid sick time for all of the employee's scheduled hours that day.

E. The employee shall furnish a written, signed statement on forms prescribed by the Library to justify the use of sick time. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates he/she was consulted.

F. For absences of five (5) or more consecutive workdays, before the employee can return to work, a physician's certificate is required stating that he/she is able to return to work. The Library can also require an employee to provide a Certification of Healthcare Provider form for any absence that may be covered by FMLA.

G. The Human Resources Manager or his/her designee may require an employee to provide a physician's certificate for absences if the employee has previously been counseled based on a rebuttable presumption of sick time abuse. Such physician's certificate shall state the nature of the illness and confirm that the employee was incapacitated from working on the day(s) for which sick time is sought. In addition to the foregoing, the Library may counsel an employee whose use of sick time presents scheduling problems or a pattern of regular or frequent use of sick time shortly after its accrual or in excess of existing accrual, or a pattern of using sick time (e.g. on Mondays or Fridays). If an employee has been previously counseled for abuse of sick time, the employee will not be permitted to use other forms of accrued paid time for subsequent absences if the employee does not have sufficient sick time accrued to cover the absence.

H. Any attempt to use sick time other than as authorized in this Article, or violation of any provisions hereof, is an abuse of sick time which shall result in denial of sick time pay and may be subject to disciplinary action which may include suspension or discharge.

Section 3: Sick Leave Bank

Sick leave is defined as the paid hours given to an eligible employee in accordance with this Section 3. The Library shall provide a sick leave bank for employees with long-term illnesses or injuries which shall operate under the following procedures:

A. An employee with a serious health condition that incapacitates her/him for thirty (30) consecutive calendar days or more who has exhausted her/his sick time benefits and all paid time off benefits (vacation and holiday compensatory time, except as noted below), may request additional sick leave benefits by submitting the sick leave bank request form to Human Resources. Upon prior written request to the Human Resources Manager, an employee may reserve up to forty (40) hours of his/her accrued vacation time (or pro-rated equivalent for part-time employees) for use following return from sick leave bank. An employee may not request sick leave bank usage in the first year after joining the sick leave bank unless he/she has joined in the first year he/she was eligible to participate. An employee with a serious health condition, following initial qualification for sick leave bank benefits, will be eligible for additional sick leave bank benefits for the same serious health condition without a new qualifying period of incapacity, provided a sick leave bank application is submitted within one hundred twenty (120) days of the employee's return to work from his/her prior sick leave bank leave.

B. In addition to the circumstances described in subsection 2.A, above, the Labor/Management Committee shall also have the authority to approve the use of sick bank benefits for an employee who has a serious health condition but who may not need to be absent thirty (30) consecutive calendar days. The Labor/Management Committee may only approve sick bank benefits if the employee is a member of sick bank. In addition, the employee must have been absent at least five (5) consecutive calendar days during the previous twelve (12) month period for the same serious health condition, or must be expected to be absent at least five (5) consecutive calendar days for the serious health condition at the time of the employee's application for sick bank benefits.

C. The employee with the serious health condition must present a physician's statement to Human Resources along with her/his sick leave bank request form; such statement must specify the date when the employee is expected to be able to return to work. The Human Resources Department will notify the Labor/Management Committee upon receipt of any sick leave bank request form. The Labor/Management Committee may decide to require the employee to supply additional statements from his/her attending physician in order to qualify for sick leave bank benefits. The Labor/Management Committee may also require an employee to be examined by a medical provider selected by the Library if the information provided by the employee's medical provider for initial or continuing

eligibility for use of the sick leave bank is insufficient. In such cases, the Labor/Management Committee will give written notice to the employee of the requirement of an additional examination and the expectations for the medical examination. The results of the medical examination will be reviewed with the employee. The cost of the examination is to be paid by the Library.

D. The employee must have a reasonable expectation that she/he will return to work based on the physician's statement in order to request sick leave bank benefits.

E. The employee must authorize the Library to provide relevant information relating to his/her sick leave bank request to each member of the Labor/Management Committee, and each member of the Labor/Management Committee will be required to hold that information in strictest confidence. The Labor/Management Committee will review individual cases and approve or reject all sick leave bank applications based on the eligibility criteria established herein. The Labor/Management Committee will give written notice to the employee of acceptance or rejection of her/his sick leave bank application. The Labor/Management Committee may make adjustments to the sick leave bank program so long as such adjustments do not contradict the express terms of this Agreement.

F. Absent exigent circumstances, in any three (3) year period, an employee may only receive up to one thousand (1,000) hours of sick leave bank hours donated by other employees if sick leave bank is being used for the employee's own illness or up to five hundred (500) hours if sick leave bank is being used for the illness of a member of the employee's family where the employee's presence is medically required. These amounts shall be prorated for part-time employees.

G. To be eligible to participate in sick leave bank benefits, an employee must have completed one year of service and must have donated to the sick leave bank in the year in which he/she seeks to apply for sick leave bank benefits. For employees who donated in the immediately preceding year, the minimum donation is ten (10) hours for employees who work 32 to 40 hours per week and five (5) hours for employees who work less than 32 hours per week. For employees who did not donate in the immediately preceding year, the minimum donation is sixteen (16) hours for employees who work 32 to 40 hours per week and eight (8) hours for employees who work less than 32 hours per week. Except as provided in subsection 3.E, above, the maximum donation by an employee in one year is fifty (50) hours for an employee who works 32 to 40 hours per week and thirty (30) hours for an employee who works less than 32 hours per week. Donations must be made by the end of January of each year. Any employee who wishes to donate shall sign a mutually agreed-upon form supplied by Human

Resources to all eligible employees in late December or early January of each year. In January of any year, the Library and the Union may mutually agree to waive the requirement of a new contribution from employees who made donations in the immediately preceding year when the balance in the sick leave bank is deemed sufficient to meet the anticipated need in the coming year. An employee who has not completed one year of service as of January 31 may donate the requisite annual number of hours to the sick leave bank by initiating a donation during the pay period in which the employee attains his/her first anniversary of employment and he/she will then become immediately eligible to request sick leave bank benefits. The Labor/Management Committee may request additional donation of sick leave bank hours from Library employees who earlier donated when the total number of hours in the sick leave bank falls below one thousand (1,000) at any point during the calendar year.

H. An employee absent for more than thirty (30) consecutive days on an unpaid leave of absence as defined in Article XIV and who has insufficient sick time or other paid time off accruals to donate the required amount may participate in the sick leave bank for that calendar year by making the required donation not later than 90 days following his/her return to work, provided this is not the employee's first sick leave bank donation.

I. An employee who does not have any sick time accrued at the time of donation, but who does have vacation accrued time, may file paperwork to allow Human Resources to convert up to the necessary donation amount of vacation accrual for sick leave bank to satisfy the annual request of the sick leave bank donation.

J. Both bargaining and non-bargaining unit employees may make sick leave bank donations and request sick leave bank benefits.

K. During sick leave bank usage, the employee will not accrue vacation, sick time, or other paid time off.

L. No grievance may be filed regarding the administration of this program.

M. An employee shall resume her/his former position upon completion of any approved sick leave bank usage.

N. If an employee is unable to return to work at the time originally designated by the employee's health care provider, a request for an extension of sick leave bank benefits is subject to the same approval process as the initial application.

O. The Library may temporarily replace an employee on approved sick leave bank leave. Upon the employee's exhaustion of sick leave bank leave,

he/she may request unpaid disability leave, if otherwise eligible for such leave, pursuant to Article XIV, Section 5. If the employee fails to return on his/her return to work date and fails to request additional leave to which he/she is entitled, the employee shall be considered to have resigned on the return to work date.

ARTICLE XVI
Bereavement Leave

Section 1: Bereavement Leave for Death of Immediate Family Member

When an employee is absent from work for the purpose of arranging for or attending the funeral of a member of his/her immediate family as defined below, the Library shall pay him/her for his/her regularly scheduled hours at his/her regular rate of pay for each day of such absence, up to a maximum of four (4) days paid time off for an employee's spouse, domestic partner (defined in Article XX), parent, child, step-parent, or step-child.

Section 2: Bereavement Leave for Death of Extended Family Member

A. Consistent with the terms and conditions of this article an employee may be absent from work for the purpose of arranging for or attending the funeral of a member of his/her extended family as defined below. The Library will pay him/her for his/her regularly scheduled hours at his/her regular rate of pay for each day of such absence, up to a maximum of three (3) days. For the purpose of this provision, a member of the extended family means: foster parent, brother, sister, foster child, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, grandparent-in-law, the spouse of a brother or a sister, or a person living in the household of the employee as a member of the employee's family other than a domestic partner.

B. Consistent with the terms and conditions of this article an employee may request a maximum of two (2) days to arrange for or attend the funeral of the employee's aunt, uncle (including the spouse of the employee's aunt or uncle), niece, or nephew, or the sister or brother of the employee's spouse.

Section 3: Procedure

The use of bereavement leave is subject to the following conditions:

1. The employee must notify the Library of the purpose of his/her absence as soon as possible, no later than the first day of such absence.

2. The day of absence is a day upon which the employee was scheduled to work.

3. The employee furnishes his/her written statement on a form prescribed by the Library which sets forth the identity of the deceased family member, the employee's relationship to the deceased, the date of the funeral, and the employee's confirmation that he/she attended the funeral. A false statement shall be grounds for disciplinary action including dismissal.

4. Bereavement leave is ordinarily taken in consecutive workdays at the time of death. However, the unused balance of the maximum leave may be taken in minimum increments of one (1) day during the first six (6) months following the date of death to be used by the employee when necessary to memorialize the deceased.

Section 4: Additional Time

A. Additional time may be requested in the form of a leave of absence, vacation or, in case of personal illness, sick time.

ARTICLE XVII
Jury Duty

The Library will pay any employee who is summoned to serve as a juror for such jury duty under the following terms and conditions:

A. Any employee summoned for jury duty must immediately notify his/her supervisor.

B. Any employee required to report for jury duty on a day that he/she is scheduled to work will be paid by the Library his/her regular pay for the hours he/she was scheduled to work.

C. An employee must secure from the appropriate court official a receipt for all time actually spent at the court serving or waiting to serve as a juror.

D. An employee who is excused from jury duty prior to four (4) hours before the end of his/her regularly scheduled work shift must return to work within one (1) hour of being released from jury duty, unless additional travel time is required based on the distance from the court to the employee's work site. Failure to do so shall result in forfeiture of pay for the hours the employee failed to work after his/her release.

ARTICLE XVIII
Separation from Service

Section 1: Final Payment Upon Separation

Upon separation, an employee shall be paid, on the next regular payday or in some other manner as the parties may agree, the wages earned through the date of separation and payment for all accumulated compensatory time. At the same time, an employee who has successfully completed his/her probationary period shall be paid at his/her then regular rate of pay for all unused accrued vacation.

Section 2: Sick Time Cash-out

A. Upon retirement or death, a full-time employee with 20,000 compensated hours of service with the Library shall be paid in cash for one-fourth (1/4) the value of his/her accrued but unused sick time credit. Such payment shall be based on the employee's rate of pay at the time of retirement or death. The maximum payment which may be made under this section shall be 200 hours.

B. Upon retirement or death, a part-time employee who has less than 20,000 compensated hours but at least 10,000 compensated hours of service with the Library shall receive a proration of the maximum payment based upon actual hours compensated.

C. As used in this section "retirement" means disability or service retirement under the Public Employees Retirement System of Ohio.

ARTICLE XIX
Miscellaneous

Section 1: Facility Closures

A. In the event a facility is closed for all or part of a single day or days due to inclement weather or an emergency, employees in that facility must discuss the matter with the branch/department manager or her/his designee. The branch/department manager or her/his designee will communicate a course of action such as: (1) direct the employee not to report to work; (2) send the employee home with notice that she/he either is or is not subject to recall to work his/her remaining scheduled hours that day; (3) delay the employee's scheduled starting time; or (4) reassign an employee to a proximate facility for the employee's scheduled workday. If an employee desires not to be reassigned, she/he may request his/her supervisor's permission to use accrued vacation leave, individual leave, or holiday time.

B. Employees will be paid for all hours scheduled on a day when the facility is closed for any portion of the day for inclement weather or any other emergency. The only exception shall be if the employee fails to accept alternative work

offered in accordance with Section 1.A.

C. The decision to close a facility or all facilities is at the discretion of the Library. However, the parties agree that the Library will ordinarily close a facility when reasonably available information confirms that any of the following conditions are reasonably expected to be present:

1. HVAC malfunction resulting in an extreme temperature (i.e. less than 50 degrees or more than 85 degrees) for more than two hours;

2. No electrical service in the facility for more than two (2) hours;

3. No running water for more than one (1) hour; or

4. When the Stark County Sheriff declares a Level Three (3) road emergency.

Section 2: Health and Safety

A. The Library and the Union shall establish a joint Safety, Health and Wellness Committee for the purpose of discussing issues of mutual concern that affect the health and safety of employees in the workplace. The Committee shall be composed of not more than four (4) members chosen by the Library and four (4) bargaining unit members chosen by the Union. Not more than one member appointed by each party may also serve on the Labor/Management Committee.

B. The Committee will submit written recommendations concerning corrective actions which might be taken to improve health and safety conditions as they affect employees. Such recommendations are to be submitted on a timely basis to the Executive Director or his/her designee and to be considered by the Library and responded to in writing on a timely basis.

C. It is expressly understood that concerns and recommendations made by the Committee, and the response of the Library to such recommendations, shall not be subject to the grievance procedure.

Section 3: Vehicles

A. Vehicles owned by the Library shall be subjected to annual safety inspections by an independent person or entity.

B. Whenever an employee who operates a vehicle learns of a defect or has knowledge that the vehicle needs maintenance or repair, he/she shall promptly submit a written job order to his/her immediate supervisor. Job orders shall be handled as promptly as circumstances permit.

C. The Library shall reimburse employees for the use of their personal vehicles to conduct Library business at the Internal Revenue Service rate as of January 1st of each year.

D. In the event the employee's position does not normally require the use of the employee's personal car, the employee must obtain prior approval of the supervisor before using the vehicle for which mileage will be claimed. In addition mileage reimbursement request forms as prescribed by the Library must be submitted with both the employee's and supervisor's signatures in a timely manner within 120 days of the date the usage occurred, but in no case after January 31st of the year after the usage occurred.

Section 4: Snow Removal

When the Library assigns mandatory overtime to a maintenance employee to perform snow removal duties outside of the employee's normal work schedule, the Library will provide double-time compensation or double compensatory time, at the employee's option. If an employee is directed to work after a facility is closed in order to perform snow removal, the Library will provide double-time compensation or double compensatory time, at the employee's option, for all time spent performing snow removal work. Nothing herein constitutes a guarantee that the Library will assign snow removal work to bargaining unit employees.

Section 5: Non-discrimination

The Library and the Union agree that neither shall discriminate against a bargaining unit employee on the basis of race, color, creed, age, gender, national origin, ethnic origin, disability, religion, or protected veteran status. The parties jointly recognize the benefit of attempting to resolve claims of perceived discrimination internally, but also recognize that employees can avail themselves of external avenues to seek redress of claims of perceived discrimination. Therefore, the Library and the Union agree that alleged violations of this non-discrimination provision may be grieved under Article XXVII, but only up to and including Step III.

ARTICLE XX
Benefits

Section 1: Maintenance of Health Insurance Benefits

Existing levels of health care, dental and life insurance shall continue unchanged except as otherwise provided herein, subject to their availability from carriers acceptable to the Library.

Section 2: Life Insurance

The Library will provide and pay for life insurance coverage for each employee who regularly works twenty (20) hours or more per week in an amount not less than his/her annual salary.

Section 3: Dental Insurance

The Library will make available to all eligible employees who regularly work twenty (20) hours or more per week dental coverage comparable to the plans in effect on the date hereof. The premium for single coverage shall be paid by the Library (prorated for part-time employees). Employees electing family coverage shall pay the entire difference in premium between single and family coverage. There will not be an increase in deductibles or co-payments without notifying the Union.

Section 4: Health Insurance

A. The Library will make available for all eligible employees who regularly work twenty (20) hours or more per week single and family health care coverage (prorated for part-time employees). The plan shall be substantially the same as in effect as of March 31, 2012, with plan design features comparable to those specified in Exhibit A.

B. There will not be an increase in deductibles or co-payments without the consent of the Union. The parties may agree to add an alternate insurance provider or health maintenance organization provided there is no increase in cost to the Library. In the event the Library makes a good faith determination that changes in health insurance benefits are necessary or advisable in order to comply with applicable state or federal laws, it may re-open the 2012-2015 collective bargaining agreement by serving a written notice to negotiate on the Union with a copy to the State Employment Relations Board. The re-opener negotiations shall be for the limited purpose of negotiating a revised Article XX. The re-opener negotiations may be expanded to additional articles of the agreement only by mutual agreement of the Library and the Union. Negotiations shall be conducted in accordance with Article XXV of the 2012-2015 collective bargaining agreement. If good faith negotiations and mediation fail to produce agreement on open issues, then upon impasse, the Library shall have the right to implement its final offer on the contractual items that were subject to the re-opener negotiations and the remainder of the 2012-2015 collective bargaining agreement shall remain in full force and effect.

C. Eligible full-time bargaining unit employees will pay a percentage of the premium cost for group health insurance coverage in accordance with the following schedule. Eligible part-time employees who elect health care coverage will contribute based on the amount contributed by a full-time

employee (as determined below) times a multiplication factor which is based upon the employee's work week (e.g. 20 hours/week – 1.5; 24 hours/week – 1.4; 25 hours/week – 1.375; 28 hours/week – 1.3; 30 hours/week – 1.25, etc).

Coverage level	4-1-12 to 8-31-12	9-1-12	9-1-13	9-1-14
Employee only	5%	8%	11%	12%
Employee + children	10%	10%	11%	12%
Employee + spouse	10%	10%	11%	12%
Family	10%	10%	11%	12%

D. Participation will be governed by the rules established by the health care coverage provider or providers. Employees desiring to enroll dependents must sign and submit a declaration confirming their status. However, the parties agree that to the extent permitted by each carrier, for the duration of this Agreement, coverage will be extended to domestic partners. Eligibility for coverage shall be determined in accordance with the following terms and shall be consistent with the Library's authority as established by O.R.C. §3375.40(M):

1. The domestic partner must have the same principal place of abode as the employee and be a member of the employee's household for the calendar year preceding the year in which coverage as a domestic partner is sought and for the duration of the period in which coverage is sought.

2. The domestic partner must not be married to anyone else and may not be declared as a dependent of any person other than the employee.

3. The domestic partner must not be related by blood to the employee closer than would bar marriage to the employee under the laws of the state of Ohio.

4. The domestic partner must be at least eighteen years of age.

5. The domestic partner and the employee must be jointly responsible for each other's common welfare.

6. The domestic partner and the employee must have and share a committed relationship of at least six months and must consider themselves life partners.

7. The employee must not have had any other domestic partner, as defined hereunder, covered under the Library's health care plan during the twelve- month period preceding the proposed date of enrollment of the domestic partner.

E. Pursuant to health care coverage provider rules as the Library currently understands them, employees may elect family coverage upon new employment, or with permission of the health care coverage provider or providers upon a change of circumstances. Employees may drop family coverage at any time. If an employee drops the family coverage, that employee may again elect such coverage only with the permission of the health care coverage provider or providers.

F. For the duration of the Agreement, coordination of benefits is required for employees whose spouse is enrolled in the Library's plan and his/her employer's plan. In such cases of coordination of benefits, the spouse's insurance shall be the primary insurance for the spouse, and the Library's insurance shall be the secondary coverage.

In addition, for each employee whose spouse is employed full-time, defined as at least 32 hours per week, and has access to health insurance through his/her employer, the following surcharge shall be paid by the employee whose spouse elects not to avail him/herself of at least single coverage from his/her own employer:

(i) Effective September 1, 2012: $85 per month;

(ii) Effective September 1, 2013: $100 per month.

G. Employees' payments shall be deducted from paychecks twice monthly in the month preceding the first day of the month in which the premiums are due.

H. Each eligible full-time employee who does not participate in the plan for the purchase of health care coverage will receive additional compensation of $100.00 per month. The additional compensation can be used to purchase a tax-deferred annuity offered by the Library. An employee electing the additional compensation shall not receive health care coverage but may elect dental coverage.

I. This proposal is contingent upon the ability of the Library to obtain the coverage specified herein and subject to the rules of the provider or providers.

J. Employees become eligible for participation in life, hospitalization, major

medical and dental benefit programs in the first benefit period following three (3) full months of employment.

K. The Library will reimburse employees who work 20 hours per week or more for actual, documented out- of- pocket vision care, mammography, colonoscopy, or prostate expenses incurred by the employee in a 24-month period (i.e. April 1, 2012 through March 31, 2014 and April 1, 2014 through March 31, 2016), not to exceed $225.00 in such a two-year period.

L. The Library will neither increase nor decrease employees' hours for the sole purpose of affecting eligibility for benefits.

M. The parties agree to explore alternative health plans, including but not limited to the SEIU health plan, through the Joint Health Care Committee.

N. Provided not less than fifteen percent (15%) of Library employees elect to enroll, the Library will maintain a Section 125 Flexible Spending Plan for reimbursement of each participating employee's eligible medical expenses as well as a dependent care account for eligible childcare expenses. The maximum annual amount that an employee may defer into the Plan for eligible medical expenses (exclusive of deferrals for payment of premiums) is $3,000. The maximum annual amount that an employee may defer into the Plan for eligible dependent care expenses is $3,000. The Section 125 Plan shall comply with relevant I.R.S. regulations.

ARTICLE XXI
Wages

Section 1: Classifications

Bargaining unit employees shall be classified for wage purposes as follows and subject to the limitation set forth below:

CLASSIFICATION	PAY GRADE
Maintenance 1	MNX1
Maintenance 2	MNX2
Clerk	Clerk
Clerk/Driver	Clerk/D
Bachelor (or equivalent)	Bachelor
Masters (or equivalent)	Masters

Section 2: Wage Ranges

The minimum and maximum hourly wage rate for each pay grade referenced above shall be as follows:

PAYGRADE	MINIMUM	MAXIMUM
MNX1	$10.00	$17.17
Clerk	$10.00	$17.17
Clerk/Driver	$12.00	$19.17
Bachelor	$12.00	$21.50
MNX2	$15.00	$19.17
Masters	$17.00	$28.70

Section 3: Wage Adjustments

A. Effective December 1, 2014, all existing bargaining unit employees will be mapped into one of the six new job classifications in accordance with Exhibit B. If the current employee has an hourly rate of pay that is below the minimum rate for his/her new classification, his/her rate of pay shall be adjusted immediately to the minimum rate.

B. To address possible compression of wage rates as a result of significant increases to the minimum rates, the parties agree to provide a one-time, seniority-based adjustment to bargaining unit employees. The hourly rate of pay for each bargaining unit employee as of October 27, 2014 shall be increased by .25% for each full year of service by the employee determined as of August 1, 2014, provided that no such adjustment shall result in an hourly rate in excess of the maximum for the employee's new job classification.

C. If, as a result of the increases to hourly rates as set forth in Section 3.A and B, above, a bargaining unit employee has not received an increase in his/her hourly rate of at least 2.0% (whether due to reaching the maximum rate or otherwise) such an employee shall receive a lump sum bonus. The amount of the bonus will be equal to the difference between the annualized value of the increase in hourly rate already received by the employee (based on his/her regular annual hours) and the annualized value of a two percent increase.

Section 4: Clerk Floater Position

The Library may designate Clerk positions as having floater responsibilities. Whenever it does so, the bargaining unit employee(s) holding such position(s) shall receive a $.50/hour floater premium in addition to the hourly rate otherwise associated with the Clerk classification. The hourly rate of any bargaining unit employee holding a Clerk Floater position as of October 31, 2014 shall be red-circled and such employee shall not receive any increase otherwise referenced in this Article XXI. The Clerk-Floater premium is in lieu of any mileage allowance to which the employee might otherwise be entitled for travel between Library locations.

Section 5: Wage Adjustment Upon Promotion

An employee promoted to another classification by bid in a higher pay grade shall receive the greater of $.25/hour above the minimum rate of the new classification or a 4% increase.

Section 6: Miscellaneous

A. An employee being involuntarily transferred by the Library to a classification in a lower pay grade shall retain his/her salary unless it is above the maximum rate for the lower pay grade, in which case the employee shall be paid the maximum rate. If pursuant to Article XIV "Leave of Absence" an employee returns from a leave of more than one hundred eighty (180) days, he/she shall be paid at the same rate he/she was earning at the time of the commencement of the leave.

B. If pursuant to Article XIV "Leave of Absence" an employee returns from a leave of one hundred eighty days (180) or less he/she shall be paid at the rate of pay he/she would have earned without the leave of absence.

Section 7: Performance Evaluations:

A. The Library will conduct a written performance evaluation of each bargaining unit employee on an annual basis in order to provide performance feedback to the employee and to afford the employee the opportunity to ask questions and make suggestions concerning her/his work or career development. Evaluation will be conducted on or near an employee's anniversary date or, at the Library's discretion, during a predetermined timeframe. Employees will be notified in advance of any change in the timing of their performance evaluations. An employee will receive a minimum of two (2) evaluations during a six (6) month probationary period.

B. Employees are required to sign all written performance evaluations only acknowledging receipt of the evaluation. An employee may make a written response to her/his performance evaluation that will be included in her/his personnel file. The Library will provide each employee with a copy of her/his completed performance evaluation.

C. Employees have an ongoing obligation to informally assess their own performance to help assure optimal performance and the best possible Library service.

D. An employee or the Union may make a written request to the Human Resources Manager if an employee's performance evaluation is not conducted in a timely fashion.

E. Neither the timing nor the content of performance evaluations are grievable.

F. Before implementing a performance evaluation form, the Library will submit the form to the Labor/Management Committee for review and input.

ARTICLE XXII
New Job Classification

Section 1: New Job Classes

A. The Union will be notified of the creation of any new job classifications. The Library and the Union shall meet and discuss the inclusion and/or exclusion of such classification within the bargaining unit, the classification description and the appropriate wage rate therefor. In the event the Library and the Union are unable to reach agreement on the issue, the Library shall establish a temporary rate, classification, description and grade and will promptly notify the Union in writing.

B. The temporary rate, classification, description and grade shall remain in effect until there is agreement between the Library and the Union or until the effective date of the next Agreement between the Union and the Library. The Library will not be arbitrary in establishing the temporary rate, classification and grade.

ARTICLE XXIII
Training and Professional Development

A. The Library agrees to provide opportunities which promote continuing education, training and upgrading of employees, as set out below. These opportunities will enable employees to increase knowledge and skill and

advance career goals.

B. The Union may advise and consult with the Library through the Labor/Management Committee on the possible development, content, and format of career advancement programs, courses, and workshops to be made available to the bargaining unit employees. The Library and the Union will make a good faith effort to inform bargaining unit employees of relevant outside opportunities which would enhance career advancement.

C. Upon application of the employee, the Library may, at its discretion, pay the registration fee, reasonable travel expense and actual meal expense not exceeding regular meal allowance of bargaining unit employees for attendance at conferences, seminars, courses and workshops (for credit or not for credit). The Library may at its discretion pay the employee for regularly scheduled hours missed by reason of such attendance.

D. If the Library requires the employee to attend such function it shall pay the items specified in C, above. In addition, the Library may alter the employee's regularly scheduled work hours so that he/she maintains the same number of regularly scheduled hours in the same week as the function.

E. The Library shall reimburse employees up to one half (1/2) of their annual membership dues in any professional library organization approved by the Library, to an amount not to exceed $50.00 in any calendar year.

ARTICLE XXIV
Labor/Management Committee

Section 1: Creation of Labor/Management Committee

A. The Union and management shall establish a joint committee for the purpose of discussing common concerns and issues of concern to either side. Items for discussion shall not include pending grievances, nor will this committee substitute for the regular negotiation process.

B. The committee shall meet bi-monthly unless otherwise agreed by the parties. The committee shall be composed of four members chosen by management and four members chosen by the Union. After ratification of a new collective bargaining agreement, both management and the Union shall replace at least one member of the committee with a new member who has not served for at least the most recent twelve (12) month period.

Section 2: Functioning of the Committee

A. Neither the discussion of any matter by the Labor/Management Committee, the failure to discuss any matter, the action on, or failure to act on a subject of discussion shall give any right to file a grievance under this contract, nor in any way detract from a grievance already filed.

B. The Chair of the committee will rotate between all Union and management members on a meeting-by-meeting basis. The chair of the next meeting will call for agenda items in advance of that meeting.

C. Meetings shall be held during regular Library hours and committee members regularly scheduled to work at that time shall receive release time.

D. Minutes will be kept at all meetings, subject to review and approval of the committee Neither the minutes of the meetings nor any discussion that has taken place in the Labor/Management Committee may be used by either party in any grievance procedure.

E. The provisions of this Article will automatically expire at the termination of this Agreement.

ARTICLE XXV
Negotiation Procedures

Section 1: Negotiation and Dispute

A. The negotiation and dispute settlement procedures set forth in this article shall govern negotiations conducted between the Library and the Union and shall be the exclusive procedures to be followed by both parties. It is the agreement of the parties hereto that the provisions herein set forth shall supersede the procedures set forth in R.C. 4117.14 and related sections and regulations.

B. Either the Library or the Union may initiate negotiations by written request, not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration date of this Agreement. At that time, the Library and the Union will each notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the dispute resolution procedures identified in this contract will be employed in place of procedures alternatively provided in O.R.C. 4117.10, 4117.14 and related sections.

C. Within seven (7) days of receipt of written notice, the Library and the Union will confer to establish a date to initiate negotiations and to exchange proposals, and to discuss such other matters as may relate to negotiations.

D. All proposals shall be in such form that they may be immediately agreed upon if acceptable. Topical lists or so-called "laundry lists" constitute a failure to comply with this paragraph and shall be disregarded.

E. Negotiating teams shall be composed of not more than six (6) members which shall include the chief negotiator. The Library and the Union shall identify in writing the members of their respective negotiating teams. Each team may have up to five (5) additional persons as consultants. If a consultant is to be used, the leader of the team using that consultant shall notify the other team's leader twenty-four (24) hours in advance. Consultants used by either party shall be paid by the party employing their services. Either party may, with prior consent of the other party, have not more than three (3) non-participating observers from among the Library staff attend negotiating sessions. The request for consent shall identify the proposed observers.

F. During the negotiations for a successor agreement, the Library will permit members of the Union negotiating team to have paid release time to attend negotiating sessions, subject to an aggregate cap on paid release time of 350 hours for the duration of negotiations. In the event the paid release time is exhausted, employees may use accumulated compensatory time or vacation time for attending negotiating sessions that coincide with their scheduled work time. In addition, one day of paid release time shall be granted to each member of the Union negotiating team to attend a session to prepare for bargaining. Not more than one employee may be released from any department at any one time.

G. Each team may take caucuses of a reasonable length of time. Negotiation sessions will be scheduled so as to minimize interference with work schedules. Unless otherwise agreed, meetings shall not exceed four (4) hours in length.

H. Until final agreement is reached, at each meeting an agreed time and place, based on the times specified in Section 6 (above), shall be set for the next meeting unless mutually agreed otherwise. The parties to this Agreement may by mutual agreement waive or change the negotiation meeting procedure. Should there be costs involved in the rental of a meeting place, both parties agree to divide such costs equally.

I. Negotiations shall be conducted in good faith. All negotiations shall be conducted exclusively by and between the negotiation teams of the respective parties. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counterproposal or give reasons for its rejection of the

proposal. "Good faith" does not require that either party make a concession.

J. The scope of negotiations shall be governed by O.R.C. 4117.08.

K. Written and/or oral releases of information by either party to employees or management will be at their discretion. Neither party shall release any information to the media unless and until the parties have invoked the procedures set forth at section 12 below. Unless the parties agree otherwise, all negotiation meetings shall be conducted in executive session.

L. When tentative agreement is reached through negotiations the tentative agreement shall be reduced to writing and, at a mutually agreed time, shall be submitted to the Union membership for approval. After Union approval, the tentative agreement will be submitted to the members of the Board at its next meeting or at a meeting called especially for that purpose. After approval by the Board and after signatures on behalf of the parties, the Agreement shall become part of the official minutes of the Board. Each negotiating team shall urge and recommend approval of the tentative agreement.

M. After all issues proposed by either party have been thoroughly discussed and considered, if either party determines that the differences of position are so serious that further negotiations appear unlikely to result in a satisfactory agreement, or if agreement is not reached within thirty (30) days before the expiration of the contract, either party may require that the parties jointly request the Federal Mediation and Conciliation Service ("FMCS") to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement.

N. If after fifteen (15) days from the first meeting with the Federal Mediator the Union feels that the matter cannot be resolved through the procedures outlined above, it may engage in any activity permitted by Chapter 4117 of the Ohio Revised Code, upon ten days' notice to the Library and to the State Employment Relations Board; provided, however, that a strike may not commence prior to the expiration of any collective bargaining agreement or extension thereof.

ARTICLE XXVI
Strikes and Lockouts

A. The Library and the Union agree that during the period of this Agreement, or any extension thereof, there shall be no lockout and the Union agrees that neither it nor its officers, agents, members, and employees will directly or indirectly call, instigate, sanction, encourage, finance, engage or assist in

any strike, including a sympathy strike, refusal to cross any picket line, slow down, work stoppage, picketing, "call-ins," any failure to report to work, to work or other interruption of or interference with the continuity of the operations of the Library including its deliverers or suppliers.

B. It is agreed that should any employee or group of employees violate this section, such employee or groups of employees shall be subject to discipline by the Library by the way of discharge or suspension, as the Library may see fit. Any employee who fails to attend or who leaves his/her workstation during a work stoppage or ceases to perform assigned work when such work is available or in any other way violates this paragraph shall be presumed to be a participant. The burden of proof in rebutting such presumption shall be on the employee through the grievance procedure, and the sole issue in the grievance shall be whether the employee has rebutted said presumption.

C. Should any unauthorized strike, work stoppage, slowdown or other interference with the Library's operations occur, upon notice provided to the Regional Director of the Union or his/her designee, the Union shall immediately send the written notice set forth below, signed by the Union and by the Union Executive Board Member and Union Delegates, to all bargaining unit members at their last known address as provided by the Library and also post said notices on the bulletin boards and all entrances to the Library premises, and the Union and the said officers shall do everything possible to end the work stoppage:

NOTICE

"The strike, work stoppage, slowdown or interference with the Library's operations is illegal and unauthorized. You are hereby notified to desist and return to work immediately. Your participation in any such unauthorized strike, work stoppage, slowdown or interference with the Library's operation subjects you to discipline or discharge."

ARTICLE XXVII
Grievance Procedure

Section 1: Intent. The Library and the Union mutually recognize and agree that all disputes arising under this Agreement should be resolved as quickly and as amicably as possible. Should a grievance arise, a good faith effort will be made to resolve it at the lowest possible level.

Section 2: Definitions

A. A "Grievance" is defined as an alleged violation of a specific article, section or provision of this Agreement.

B. "Grievant" is defined as a member of the bargaining unit who is directly adversely affected by an alleged violation of a specific article, section or provision of this Agreement, a group of bargaining unit members directly adversely affected, or the Union initiating a grievance. When more than one member is part of a grievance, a member or members representing the allegedly affected group shall sign the grievance. All members allegedly involved in the grievance shall be identified by name on the written grievance and shall be given written notice by the Library of the filing of the grievance. Individuals may notify the Library if they wish to withdraw from the grievance action. The grievance shall be processed on behalf of those who do not withdraw.

Section 3: Limitation

This grievance procedure shall not limit the right of any employee to present a grievance and have it adjusted without intervention of the Union as required by Ohio Revised Code Section 4117.03 (A) (5), as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present at the final adjustment proceeding.

Section 4: Initiation of Grievance and Steps

A. Step I

Prior to the filing of a written grievance, a bargaining unit member with a grievance, as defined above, shall first talk to her/his supervisor or the Library manager/administrator who is most directly responsible for the alleged violation giving rise to the grievance in an earnest effort to find a solution to the grievance. If the grievance cannot be resolved through this informal meeting, the Grievant shall follow the steps below to resolve the grievance. No grievance shall be recognized by the Library or its representative unless it is submitted in writing at Step II within fourteen (14) calendar days after the decision or event giving rise to

the alleged grievance occurred. If not so presented, the grievance shall be considered waived.

B. Step II:

If not satisfied with the answer received in Step I, the bargaining unit member may initiate a written grievance by completing the Grievance Form (Appendix I), referencing the section(s) of the Agreement allegedly violated, and submitting the original to the Human Resources Manager. Within ten (10) calendar days of receipt of the grievance at Step II, the Human Resources Manager shall meet with the Grievant and, if the Grievant desires, a Union representative to discuss the grievance, and ascertain all available facts and information concerning the grievance. The Human Resources Manager may have additional Library representatives in attendance at such meeting. The Grievant is obligated, if he/she intends to bring a Union representative, to advise the Human Resources Manager of this intention and the identity of the representative at least twenty-four (24) hours in advance of any meeting. The Human Resources Manager must reply in writing to the Grievant within seven (7) calendar days of the Step II meeting, with a copy to the Grievant's immediate supervisor and a copy to the SEIU 1199 Union representative and to the Union Executive Board member. In the event the Human Resources Manager does not reply in writing as specified herein, the time limit for the Union to file a written notice of intent to arbitrate will be held in abeyance until the reply is received.

C. Step III:

If not satisfied with the Step II response, the Grievant or the Union, provided the Grievant has given written authorization for the Union to act on his/her behalf, may, but is not required, to appeal the grievance to Step III by submitting a written statement to the Executive Director within ten (10) calendar days of the Step II response. The Grievant and the Union have the option of bypassing Step III and proceeding directly to Step IV, as set forth below. The Step III appeal must include a written statement setting forth the specific provisions of the collective bargaining agreement that were allegedly violated as well as the specific objections to the Library's Step II response to the grievance, and the remedy sought by the Grievant and/or the Union. The Executive Director will provide a written Step III response within fourteen (14) calendar days of receipt of the Step III appeal. The Executive Director, in his/her sole discretion, may request a meeting with the Grievant and a Union representative prior to issuing the Step III response.

D. Step IV:

In the event the Grievant is not satisfied with the disposition of the grievance at Step II (or Step III, if a Step III appeal is filed), then the Grievant and the Union may initiate arbitration by filing a written notice of intent to arbitrate with the

Library Executive Director within fifteen (15) calendar days after the next regularly scheduled Union Executive Board meeting which follows receipt of the Step II response. However, in no event shall such notice be filed more than sixty (60) days after the Step II response.

1. Within ten (10) days of filing the demand for arbitration, the Union shall send a written request to the Federal Mediation and Conciliation Service for a metropolitan panel of seven arbitrators, all of whom shall be members of the National Academy of Arbitrators. However, in the event the Grievant has filed an internal appeal within SEIU 1199, the Union may give written notice to the Human Resources Manager specifying the date when the appeal will be decided, and the Union shall have ten (10) days from that date to send its written request to FMCS. In the event the parties are unable to mutually agree upon an arbitrator from the panel provided, the arbitrator shall be selected by the alternate strike method, beginning with the party who filed the grievance. Either party shall have the right to reject one panel of arbitrators in its entirety, and such party shall be responsible for requesting a second panel from FMCS and for paying any applicable fee. The arbitration shall be conducted in accordance with the FMCS Policies and Procedures.

2. Within fourteen (14) calendar days of the submission of written notice of intent to arbitrate, the Union and Library may mutually agree to jointly request the services of a mediator from the Federal Mediation and Conciliation Service. The mediation session shall be conducted based on the recommendations of the Federal Mediator, and shall be conducted in such a manner as to minimize delay of the arbitration process. All mediation settlements shall be reduced to writing.

3. The arbitrator shall hold the necessary hearing and issue a decision within thirty days of the close of the hearing. Arbitration hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the scheduled work day of the Grievant or any other employee who will be in attendance, unless the parties otherwise agree.

4. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Grievant, the Union and the Library.

5. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language herein in arriving at his/her decision concerning any issue presented that is 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 decide or render opinions on any other issue(s) not so submitted to him/her or to submit

observations or declarations of opinion which are not directly essential in reaching his/her decision. The arbitrator is specifically empowered to review and modify the appropriateness of the penalty imposed in a disciplinary matter.

6. Except as expressly limited by this Agreement, the arbitrator shall in no way interfere with management prerogatives involving the Library's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Library under its policies, applicable law, and rules and regulations having the force and effect of law. The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement, or contrary to law. In awarding relief, the arbitrator may not usurp the legal authority vested by law in the Library or the Library Executive Director. The arbitrator shall rule on any question pertaining to whether he/she has the legal or contractual authority to recommend the relief sought if requested to do so by either party.

7. An arbitrator making an employee whole for any contract violation shall deduct from the award any wages the employee earned from employment accepted in place of his/her former employment with the Library and any unemployment compensation received by the employee allocable to the back pay period. Should the Ohio Department of Job and Family Services seek repayment of such benefits, the Library shall make such repayment. The arbitrator, further, shall not award back wages for any period for which the employee receives total disability benefits.

Section 5: General Conditions

A. Any grievance which the Library may have against the Union concerning an alleged violation by the Union of the terms of this Agreement may be presented by the Library Executive Director or his/her designee to the Union Executive Board member of the Local Union.

B. In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the Union may cease processing the grievance, in which event the Grievant may continue the procedure without Union assistance and at the Grievant's own cost.

C. The Union shall be entitled to receive copies of all notices and written dispositions pertaining to a grievance.

D. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

E. If a grievance affects a group of members of this bargaining unit or more

than one branch or department, or if it arises from the actions of an authority higher than the Grievant's immediate supervisor, it may initially be submitted at Step II.

F. All time limits applicable to the Union for the processing of grievances, up to and including the request for an arbitration panel from FMCS, shall be deemed mandatory requirements and the failure to comply with such specified time limits shall cause the grievance to be barred and considered completely disposed of from the standpoint of the Library, the Union and the employees. In the event of a failure of the Library's appropriate representative to respond within the time provided at any step in the grievance procedure, the Grievant shall have the right to proceed to the next step as if an unsatisfactory response had been furnished on the last day as permitted.

G. The time limits set forth in this grievance procedure can only be extended by mutual written agreement of the Union and the Library, or if the Union has ceased processing the grievance, then between the Grievant and the Library.

ARTICLE XXVIII
Duration

This Agreement shall be effective upon ratification until March 31, 2016, and shall be deemed renewed for consecutive terms of one (1) year unless either party requests in writing that negotiations be had, which request must be made in accordance with the provisions of the Negotiations Procedure in Article XXV. It is understood that all agreements regarding the effective date of wage increases and/or provisions of the contract shall be binding on the parties, even if such dates occur prior to the effective date of this agreement.

IN WITNESS WHEREOF, the parties have set their hands as of the _____ day of _____, 2014.

ON BEHALF OF THE LIBRARY:

By_____

Steve Pittman

President, Board of Trustees

ON BEHALF OF THE UNION:

By_____

Becky Williams

President, SEIU District 1199

EXHIBIT A

Effective September 1, 2009, the plan design (e.g. deductibles, coinsurance, and co-pays) for the health insurance plan offered by the Library will be comparable to UHC Plan 7EH:

$500/$1000 deductible in network
$1000/$2000 deductible non-network
80/20 network co-insurance (60/40 non-network)
$15 office visit
$1500/$3000 OOP in network
$5,000/$10,000 OOP non-network
$50 urgent care co-pay
$100 ER co-pay
$10/30/50 prescription w/3 for 2 mail orders

The Library will implement a Health Reimbursement arrangement pursuant to which employees electing employee-only coverage will be eligible for reimbursement for up to Five Hundred Dollars in expenses that are applied against the employee's deductible under the health insurance plan. Employees electing coverage for dependents as well will be eligible for reimbursement for up to One Thousand Dollars in expenses that are applied against deductibles under the health insurance plan.

EXHIBIT B

Job Classifications

MAINTENANCE

Pay Grade	2014 Min.	Maximum	Current SCDL Job Titles
BU 1	$ 8.45	$ 15.38	General Maintenance, Library Technical Assistant
BU 3	$ 9.47	$ 17.17	Skilled Maintenance
BU 4	$ 10.24	$ 18.46	Master Maintenance
New Grade	**New Min**	**New Max**	
MNX1	$ 10.00	$ 17.17	
MNX2	$ 15.00	$ 19.17	

CLERK

Pay Grade	2014 Min.	Maximum	Current SCDL Job Titles
BU 1	$ 8.45	$ 15.38	Library Technical Assistant
BU 2	$ 8.97	$ 16.40	Library Assistant
BU 3	$ 9.47	$ 17.17	Acquisitions Associate, Driver, IT Clerk, Library Associate
New Grade	**New Min**	**New Max**	
Clerk	$ 10.00	$ 17.17	
Clerk D	$ 12.00	$ 19.17	

BACHELOR or Equivalent

Pay Grade	2014 Min.	Maximum	Current SCDL Job Titles
BU 4	$ 10.24	$ 18.46	Coll. Dev. Specialist, Library Specialist, Catalog Specialist
BU 5	$ 11.01	$ 20.50	Public Info. Specialist, IT Technician, Sr. Library Specialist
New Grade	**New Min**	**New Max**	
Bach	$ 12.00	$ 21.50	

MASTER or Equivalent

Pay Grade	2014 Min.	Maximum	Current SCDL Job Titles
BU 6	$ 14.86	$ 25.63	Librarian
BU 7	$ 16.40	$ 28.70	Senior Librarian
BU 8	$ 17.68	$ 30.76	Senior Reference Librarian, Systems Analyst
New Grade	**New Min**	**New Max**	
MAST	$ 17.00	$ 28.70	

APPENDIX I

[INSERT GRIEVANCE FORM]

MEMORANDUM OF UNDERSTANDING

During the contract negotiations in 2003, the parties reached the following agreement as it relates to issues involving the System Administrator position.

1. The bargaining unit employee who currently holds the position of System Administrator will have his title and classification changed to System Analyst.

2. The classification of System Analyst will be included in the bargaining unit and will be designated in Pay Grade 12 (this was modified to pay grade 8 in the 2006 negotiations) This was further modified to the Masters or equivalent pay grade in the 2014 negotiations.

3. The classification of System Administrator will be excluded from the bargaining unit. The System Administrator position is currently unfunded. The Library will not lay off the System Analyst in order to replace him with an employee in the System Administrator classification.

4. In the event the current incumbent in the System Analyst position permanently vacates the position, the Library will not be required to backfill his position.

SEIU District 1199

Stark County District Library

MEMORANDUM OF UNDERSTANDING

This is to confirm the agreement between SEIU District 1199 and the Stark County District Library to incorporate certain provisions of the July 11, 2008 Agreement reached between the parties into the collective bargaining agreement.

1. Employees designated as First Assistants will retain their designation except in the event the Library determines it has cause.

2. If the Library, in its sole discretion, determines to designate an additional First Assistant in any agency, the designation will be made as follows:

   a. All employees within the individual branch, department, or agency will be provided notice of the opportunity in accordance with Article VI, Section 1(B) of the CBA.

   b. The selection will be made in accordance with Article VI, Section 1(C)(a) to (k) of the CBA.

   c. The employee who is selected to serve as First Assistant will receive the lesser of a fifty cent per hour wage increase or a 4% increase in pay but in no way more than the maximum hourly rate for his/her pay grade.

3. If in a particular circumstance, the Library determines that a First Assistant or other bargaining unit employee is to be assigned as temporary manager during an extended absence in excess of thirty calendar days, then the Library will meet and confer with the Union regarding the assignment. Effective not later than the first day of the pay period during which the thirtieth (30th) day of the assignment falls, the designated employee will be awarded additional compensation of not less than $1.00 per hour for the term of the assignment.

SEIU District 1199 | Stark County District Library

MEMORANDUM OF UNDERSTANDING

As part of the modified contract negotiations leading to a one-year extension of the 2012-2015 collective bargaining agreement, the Stark County District Library and the SEIU District 1199 discussed the creation of paid release time for the current Union Executive Board Chair, who is a part-time employee of the Library. The parties agreed as part of the contract extension and only for the duration of that extension, that they would establish paid release time on a trial basis. The paid release time will be administered as follows:

1. The Union Executive Board Chair may use up to four (4) hours per pay period of paid release time for the conduct of Union business related to the Library bargaining unit. Release time will be used to perform Union business on Library premises except that with prior notice to the Human Resources Director or designee, release time may be used for Union meetings conducted off-site.

2. The Union Executive Board Chair must advise his/her immediate supervisor at least seven (7) working days in advance of the proposed usage and must record all release time usage in the Library's timekeeping system. Inasmuch as the Union Executive Board Chair's standard hours are less than forty (40) in a week, such paid release time shall be in addition to the employee's standard hours, but in no event shall paid release time be paid at an overtime rate of pay.

3. Since the number of paid release time hours will vary from pay period to pay period based on actual usage, such hours will not be a part of the employee's standard hours, and therefore such release time will not count toward benefit time (e.g., health insurance, sick leave, vacation).

As part of 2016 negotiations toward a successor agreement, the parties will separately and mutually evaluate the efficacy of the paid release time arrangement and will negotiate whether to continue the arrangement beyond the expiration of the contract on March 31, 2016.

SEIU District 1199 | Stark County District Library