



14-MED-01-0072  
1420-01  
K30921  
06/04/2014

# AGREEMENT

Between

Lorain Public  
**Library!**  
System

and



April 1, 2014 through March 31, 2017

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**Collective Bargaining Agreement  
Between SEIU, District 1199, CTW, CLC  
and the Board of Trustees of Lorain Public Library System**

**Article I: Purpose and Statement of Recognition**

A. This Agreement is entered into between the Board of Trustees of the Lorain Public Library System, hereinafter referred to as the "Library," and SEIU, District 1199 WV/KY/OH, The Health Care and Social Service Union, CTW, CLC, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.

B. This Agreement is designed to provide a method by which the Library employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish a procedure for the resolution of differences between the Library and the staff.

C. The parties agree to maintain, encourage and assure the dignity and mutual respect of all staff members at the Library.

D. The Board of Trustees of the Library hereby recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit defined in Article II, as recognized by Ohio Revised Code Chapter 4117 and pursuant to the affiliation agreement of November 10, 1987, between the Staff Organization and Service Employees International Union District 925, as modified by the State Employment Relations Board on January 11, 2002, upon the merger of Service Employees International Union District 925 (Ohio) with Service Employees International Union District 1199.

**Article II: Definition of Employees Covered by Contract**

A. Full-time and part-time employees eligible to be covered by the provisions of this contract will include the following:

1. Library Aides who are not students;
2. Library Assistants, excluding students who occupy this position as part of a cooperative work/education program;
3. Library Associates I and Library Associates II;
4. Librarians;
5. Housekeepers;
6. Library Assistants/Bookmobile Drivers;
7. Delivery Aides;

8. Computer Technicians;
9. Maintenance Workers; and
10. Library Specialists.

B. Temporary employees are not eligible for coverage under the provisions of this contract. Temporary employees include specially funded project personnel, seasonal employees and substitutes hired for the duration of the absence of a regular employee.

#### Article III: Management Rights Clause

Lorain Public Library shall have the right to direct its staff employees, subject to the provisions of this Agreement. The Management rights of the Lorain Public Library shall include, but shall not be limited to, the right to select employees in accordance with the requirements determined by the Director; to transfer, promote, demote, layoff, terminate, discharge, discipline, suspend or otherwise relieve employees from duty; to direct and control the staff employees; to establish rules governing employment and work conditions; to determine the size of the staff, including the number of employees assigned to any particular classification; to establish, change, combine or abolish job classifications and establish job descriptions in connection therewith.

#### Article IV: Nondiscrimination/Equal Opportunity Clause

A. The Lorain Public Library and the Union of the Lorain Public Library shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, disability, genetic information, ancestry, or veteran status.

B. The Library will provide all employees with information regarding the rights of employees under the Library's Affirmative Action Plan, which will be made available to all employees.

C. The Library and the Union agree that the provisions of the Americans with Disabilities Act will take priority over the terms of this Agreement, provided, however, that the determination of a reasonable accommodation or undue hardship will be made on a case by case basis and will not be deemed to be a precedent.

#### Article V: Probation

A. Lorain Public Library makes use of a probationary period to provide an opportunity for on-the-job training and to judge the employee's ability to perform his/her job.

B. Before the end of the first quarter of the probationary period, the supervisor will establish performance objectives to serve as the basis for evaluating the successful completion of the period.

- C. Probation for all employees is six (6) months.
- D. A probationary employee may be discharged at any time without cause.

#### Article VI: Performance Review

A. There will be a performance review of each employee by his/her supervisor once per calendar year.

B. The performance appraisal will focus on work-related behavior of the employee. The purposes of the performance reviews are to inform the employee of any strengths/weaknesses she/he may have in her/his performance, to provide the employee with additional instruction on the improvement needed, and to allow the employee to ask questions or make suggestions regarding the work of the department/branch. However, if problems do exist, supervisors will make reasonable efforts to discuss them with an employee as they arise.

#### Article VII: Applying for Positions

A. When vacancies occur or new positions are created, the Library shall post a notice thereof on the Main Library staff bulletin board for a period of seven (7) calendar days, during which time any employee may apply in writing to the Director. Notice of vacancies will be mailed to branch libraries on or before the day the notice is posted in the Main Library.

B. The vacancy notice shall include the classification title, salary, grade, department, hours, qualifications, brief job description, required skills and abilities and the date on which the seven (7) calendar day posting period described in Section A of this Article will expire. Required skills and abilities include, but are not limited to, academic qualifications, education, experience in the Library, experience in a comparable library system and related experience.

C. Employees with less than six (6) months seniority may not apply for another position.

D. An employee who successfully applies for a lateral position will not be permitted to apply for another lateral position vacancy for a period of nine (9) months from the first day in the new position, however such employee may apply for a position vacancy that would be a promotion during such nine (9) month period. An employee who is awarded a promotional position will not be permitted to apply for any position vacancy for a period of nine (9) months from the first day in the new position.

E. Notwithstanding Section D of this Article, an employee who successfully applies for a lateral position or who is awarded a promotional position may apply for a position with newly-established duties that did not exist at the time the employee changed positions

F. Notwithstanding Section D of this Article, an employee who as a result of any action taken under Article XIII, Layoffs, applied for and accepted a new position may apply for lateral positions before the expiration of the nine (9) month waiting period. Employees may accept one new position under this Section.

#### Article VIII: Candidate Selection Procedures

##### A. Internal Candidates.

1. If one or more bargaining unit employee applies for a posted position during the seven (7) calendar day posting period and if one of them is qualified for the position, then the Library will not select an outside candidate for the position.

2. If no qualified bargaining unit employees apply for a posted position during the seven (7) calendar day posting period, the Library may, at its discretion, continue to post the position and encourage bargaining unit employees to apply for the position. However, bargaining unit employees applying for a position after the seven (7) calendar day posting period has expired will not necessarily be awarded the position over outside candidates.

3. "Outside candidate" means any candidate who does not have seniority under this Agreement.

B. Interviewing. The Library may interview applicants to a posted position at any time, including during the seven (7) calendar day posting period. However, the Library will not offer the position to any bargaining unit employee or outside applicant, until after the date that the seven (7) calendar day posting period is shown to expire on the posting.

C. Qualified. "Qualified" shall be defined as possessing the required skills and abilities as contained in the position classification description and in the position vacancy announcement to satisfactorily perform the required work, and maintaining satisfactory attendance and performance reviews in prior positions held in the Library.

##### D. Candidate Selection.

1. Professional Positions. If more than one bargaining unit employee applies for a posted professional position, the Library will select the most qualified employee as defined in Section C, with consideration given to seniority in the discretion of the Library.

2. Non-professional Positions. If more than one bargaining unit employee applies for a posted non-professional position and if their qualifications are relatively equal, then the employee with the most seniority shall be awarded the position.

3. Professional positions include the Library Associate II and Librarian positions only.

4. "Relatively equal" means that based on the Library's selection procedures, the candidates' scores are within two percent (2%) of the total points possible.

E. Trial Period.

1. An employee awarded a position under these provisions shall be allowed a trial period of up to thirty (30) working days, beginning with the first day in the new position.

2. Approximately halfway during an employee's trial period, the employee and the employee's supervisor will meet to discuss the employee's performance.

3. If during an employee's trial period, the Library determines that the employee is not satisfactorily performing the work, the employee will be reassigned to the employee's former position.

4. An employee who is reassigned to the employee's former position will be paid at the employee's former regular rate of pay plus any regular step and/or wage increases that would have been received by the employee in the former position, during the time the employee was in the new or vacant position.

F. Transfers.

1. The Library may transfer all or a portion of an employee's hours to another position temporarily for purposes of covering a vacancy during an extended illness, vacation, leave of absence, pending the filling of a vacancy, or for scheduling needs of the Library. However, the Library may not temporarily transfer an employee to avoid the job posting procedure or for disciplinary purposes.

2. The employee to be transferred must meet the qualifications of the position into which she/he is transferred and shall receive appropriate training from the Library in order to fulfill the duties of the new position.

3. When the Library transfers an employee, the Library will notify such employee of the position or grade that will apply for compensation purposes if the transfer continues for more than five (5) consecutive working days. The Library will base its decision on the job description(s) of the position(s) in which the employee will be performing work. If an employee will be working in more than one position and at least one of the positions is in a grade higher than the employee's regular position, the Library will determine the grade based on the position from which the Library is assigning the majority of duties.

4. If the Library notifies a transferred employee that a higher graded position will apply for compensation purposes, then the employee will receive the employee's regular rate of pay during the first five (5) consecutive working days of the transfer. If such transfer continues for more than five (5) consecutive working days, then the employee will receive the minimum rate of pay for the grade to which the employee was transferred or one step above the employee's current rate of pay, whichever is greater, during the duration of the transfer.

## Article IX: Access to Personnel Files

A. An employee shall have the right to inspect his/her personnel files in the presence of the Director or his/her designee twice per year. However, if an employee is disciplined and/or is involved in a grievance, the employee may have additional access to her/his personnel file. An employee shall make the request to review her/his personnel file at least five (5) days in advance, with the exception regarding a grievance when reasonable notice is required.

B. If anyone other than the employee requests to inspect or copy part or all of an employee's personnel file, the Director or his/her designee shall notify the employee as soon as possible of the person making the request.

C. Employees have the right, and shall be encouraged, to add complimentary materials to their files at any time.

D. Any material derogatory to an employee's conduct, service, character, or personality placed in the personnel file will not be considered for purposes of discipline or promotional opportunities twelve (12) months from the date of placement in the file, providing the employee has taken appropriate action to correct the situation leading to the undesirable report, the employee's most recent performance review is satisfactory, and there are no other more recent disciplinary action reports in the file. It shall be the responsibility of the supervisor making the report to inform the employee of the corrective action to be taken, and the employee shall be responsible for initiating the action leading to a review of the undesirable report.

E. Nothing in this provision shall be deemed to conflict with the Library's obligations under the Ohio Public Records Law, R.C. Section 149.43.

## Article X: Salaries

### A. Salary Steps.

1. Notwithstanding any other provision of this Article, all employees who were not at the top of the salary scale for their grade before April 1, 2014, will receive a salary step increase on April 1, 2014. No employee will receive salary step increases after April 1, 2014, through the life of this Agreement. The Library will pay employees who were at the top of the salary scale for their grade before April 1, 2014, a one-time payment of \$500.

2. An employee who has less than six (6) months' seniority on any eligibility date must wait until the following eligibility date to receive a salary step increase.

3. The last three salary steps of each job classification are "two-year" salary steps. An employee who advances into these "two-year" salary steps will receive the hourly rate called for in the salary step for a minimum of two (2) consecutive years before, if applicable, becoming eligible for another salary step increase.

B. Salary Scales.

1. The salary scale shown in Appendix A represents a zero percent (0.0%) increase over the salary scale in effect immediately prior to this Agreement and will be effective April 1, 2014. The salary scale shown in Appendix B represents a one and one-half percent (1.5%) increase over the salary scale in Appendix A and will be effective the first full pay period in April 2015. The salary scale shown in Appendix C represents a one and one-half percent (1.5%) increase over the salary scale in Appendix B and will be effective the first full pay period in April 2016.

2. If during the term of this Agreement, the legal minimum wage rate per hour is raised to a rate higher than any of the salary rates per hour in the salary scale then in effect, then all of the salary rates per hour lower than the legal minimum wage rate per hour then in effect will be raised to the minimum wage rate per hour then in effect and no other changes will be made to the salary scale.

3. A Library Assistant whose regular assignment is to drive the Bookmobile will receive an additional \$0.50 per hour for all hours of the assignment.

C. The Library Associate IIs or Librarians shall act in charge of the Branch Libraries and the Outreach Department in the absence of the Librarian Supervisor. Library Associate Is who have earned twenty-seven (27) credits toward a Master of Library Science degree may, upon application to the Director, be promoted to the classification of Library Associate II.

D. Job Reclassification.

1. If an employee or group of employees has facts which indicate that the job content of the employee's or employees' position has materially changed and may be improperly classified, the employee or employees may request the Director or his/her designated representative to review the description of the position and its assigned classification. Such requests must be submitted in writing and must contain documentation supporting the request.

2. The Director or his/her designated representative will issue a written decision on the request within thirty (30) calendar days of receipt of the request, including a rationale for the decision.

3. If the employee or employees who submit the request do not agree with the decision, the employee or employees may grieve the response beginning at Level Three of the grievance procedure.

4. Requests for reclassification may be submitted only during the month of May.

5. The position for which a reclassification has been denied may not be submitted for another request for review until one (1) year from submission of the initial request.

6. The job reclassification procedures described in this Section do not in any way limit a unit supervisor's ability to seek a reclassification of a job position under such supervisor's purview.

E. The rate of pay for an employee promoted or reclassified to a position in a higher job classification will be either the minimum rate of pay for the new job classification or the lowest salary step in the new job classification that will give the employee at least a three percent (3%) increase in rate of pay, whichever is greater.

F. The rate of pay for an employee moving to a position in a lower job classification will be the rate of pay in the highest salary step of the new job classification that is either equal to or lower than the employee's current rate of pay.

G. When an employee's position is reallocated to a lower classification and present salary is above maximum for such new classification, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general system-wide reductions) but shall not be entitled to a salary increase until the salary schedule catches up to such employee's wage rate.

H. In general, new hires are paid at the first salary step of the job classification in which a position is classified. Specialized education and/or experience may be recognized by appointment at a higher salary step at the discretion of the Director.

#### Article XI: Educational Advancement

The Library and the Union recognize the importance of continuing education, training and development and encourage employees to pursue continuing education opportunities. These opportunities may enable employees to increase knowledge and skills and advance career goals.

A. Schedule Adjustment for Educational Purposes – An employee planning to take courses for credit in any of the following:

1. a program of an accredited school of library science;
2. a program leading toward completion of a bachelor's degree;
3. a program of study leading toward the completion of an associate arts degree;
4. a subject field directly related to the employee's job responsibility, including computer related courses, so as to improve his/her capability to perform his/her specific job.

An employee may request from the supervisor up to three (3) hours per week schedule adjustment without pay for class and travel time. The hours shall be set up in advance with the supervisor and arranged so that they shall not be detrimental to the needs of the Library.

The Director or his/her designated representative will be the sole judge of the "needs of the Library." Employees may be permitted to make up time missed, but this is not an automatic right. An employee must show proof of enrollment and completion of course work, if requested to do so.

B. Tuition Reimbursement – The Library may reimburse all or a portion of the reasonable cost of tuition for employees who complete courses of study that the Board of Trustees consider essential to the Library or to the improvement of the employee's performance as a member of the Library staff.

First priority will be given to candidates who, in the opinion of the administrative staff and with the approval of the Director, can perform satisfactorily in a specified position that has been difficult to fill and that has been vacant for an extended period of time.

Second priority will be given to candidates who, because of job modifications which require an increased level of skill and/or knowledge, need course work and/or training in order to meet specific job performance objectives.

In the event the Library requires an employee to enroll in and satisfactorily complete a course, one hundred percent (100%) of the tuition cost will be reimbursed.

C. Professional Activities.

1. All employees are encouraged to attend the library conferences, professional meetings, and other programs that are beneficial to their work. Requests for employee attendance at these activities must be approved by the Director.

2. Time with pay may be allowed to employees with the following guidelines:

(a) The Library's service must not suffer.

(b) When all requests for released time cannot be granted, the practice of rotation of employees attending meetings should be followed.

(c) Time credited for a work week which includes a meeting or conference cannot exceed the normal hours, unless the Library assigns an employee to attend a specific meeting.

(d) Only members of ALA may have release time to attend the annual conference; only members of OLC may have release time to attend the convention; and members of ALA may have release time to attend the PLA biennial conference.

3. Funds permitting, authorized attendees may be reimbursed through prior approval of a specified expense allowance by the Director or Board for the following listed expenses, provided that a Staff Expense Record form, with receipts, is submitted to the immediate supervisor within ten (10) days of the last day of the conference, meeting or program:

- (a) Transportation (including parking, tolls and taxi fare, as necessary).
- (b) Specified meals.
- (c) Hotel/Motel expenses.
- (d) Registration fees (at member rate for OLC and ALA annual conferences and at PLA member rate for PLA biennial conferences).

The Fiscal Officer may pay the cost of commercial transportation, hotel deposits and registration fees in advance.

4. An expense allowance and/or released time for attendance at the OLC and ALA annual conferences must be approved by the Board of Trustees.

5. The Library will pay one hundred percent (100%) of OLC dues, as appropriate, for bargaining unit employees, provided membership application or renewal documentation is presented to the Fiscal Officer no later than January 15 of the year for which the dues are effective.

6. The Library will pay one hundred percent (100%) of the ALA dues and fees for Librarians and Library Associates I and IIs, upon presentation of a copy of appropriate documentation.

#### Article XII: Seniority

A. Seniority is defined as the length of the employee's continuous full-time service with the Library from his/her last day of hire. For purposes of layoff, bumping, recall and promotion, part-time seniority shall be measured in accordance with full-time equivalency, e.g., a nineteen (19) hour per week employee is entitled to one-half ( $\frac{1}{2}$ ) total seniority of a thirty-eight (38) hour per week employee for the same number of years of work. Seniority of a part-time employee shall be determined from the actual date of hire (day, month and year); and if the part-time seniority of two employees is equal, the actual hours compensated shall be used to determine part-time seniority for purposes of computing the full-time equivalent.

In the event of a change of status from part-time to full-time or from full-time to part-time, full-time equivalency seniority shall be calculated as a base from which total seniority may be determined. In the event of a change in status from full-time to part-time status, full-time seniority shall be continued as a base from which total seniority may be determined.

The Library shall inform the Union Executive Board Member in writing of the change of status of any employee, including approval of a leave of absence or a change from full-time to part-time or part-time to full-time status.

For purposes of this Article XII, Section A, fractional years of seniority shall be rounded to the nearest one-half (½) year, and any period between four (4) months and eight (8) months shall equal one-half (½) year.

B. A break in seniority shall be considered a termination of employment. Seniority shall be broken when an employee:

1. quits;
2. is discharged for cause;
3. exceeds an approved leave of absence;
4. fails to report to work within ten (10) days of being recalled;
5. fails to report absence within three (3) working days;
6. remains on layoff more than twelve (12) months.

However, if an employee resigns from the Library and is re-hired within one (1) year from the effective date of the resignation, she/he shall retain her/his former seniority.

C. Union officers and delegates shall be deemed the most senior employees in the bargaining unit for purposes of seniority determination in layoff for the duration of their period of service in that capacity, provided that the officers and stewards meet the qualification requirements as defined in Article VII, Section C of this Agreement. If employees entitled to super seniority hereunder have the same job classification, the order of preference for retention in the event of a layoff shall be as follows: Executive Board Member, Grievance Chair, three Grievance Committee persons, Political Action Chair, Secretary and Treasurer.

D. Seniority List.

The Library shall provide the Union with a seniority list of the bargaining unit on or before February 1 of each year. The seniority list shall include the name, classification, department, seniority, wage, grade and step.

The Union shall have thirty (30) calendar days from the date of receipt to challenge and/or question the seniority rankings reflected in the list.

#### Article XIII: Layoffs

A. A layoff of full-time and part-time employees covered by this Agreement shall be done on the basis of bargaining unit seniority, in accordance with the provisions of this Article XIII. An employee having seniority of at least one (1) year who is laid-off and is recalled not more than one (1) year following the date of layoff shall retain seniority accrued prior to layoff but shall not accrue seniority between layoff and recall.

B. Definitions. For purposes of this Article XIII:

1. "Position" refers to a specific job or set of jobs with distinguishable duties within a particular department or branch, such as Library Associate, Project LITE.

2. "Classification" refers to all employees, systemwide, performing similar duties in the same job grade, such as Library Assistant or Library Associate II.

C. Layoff Procedures.

1. The Union recognizes the right of the Library to determine the Library departments, branches and positions to be affected. In the event it becomes necessary for the Library to lay off employees covered by this Agreement, the Library will first seek volunteers within the specified classification and department or branch to be voluntarily laid off. If further layoffs are necessary, the Library shall then lay off probationary and temporary employees, provided, however, that the Library may retain a probationary or temporary employee when employees with more seniority do not possess the qualifications as defined in Article VII, Section C, to perform the function of the position held by the probationary or temporary employee.

2. If further layoffs are necessary, layoffs shall be designated in inverse seniority order, beginning with the least senior employees in the affected positions in the departments or branches in which the layoffs take place, provided the remaining employees in the affected departments or branches are qualified as defined in Article VIII, Section C, to perform the work required. For purposes of this Section C.2, an employee who is engaged in a trial period for a newly awarded position in accordance with Article VIII, Section E, shall have no seniority rights in the newly awarded position, but shall have seniority rights in the former position.

3. The Library shall give written notification of the layoff designation to the employee(s) affected and the Union thirty (30) days in advance of the effective date of the layoff, when feasible, but no later than fourteen (14) days in advance of the effective date of the layoff. At the time of this notice, the Library shall provide the Union with a current seniority list.

D. Bumping Procedures.

1. A displaced employee may bump the least senior employee, systemwide, in the same classification and in a position for which the displaced employee is qualified as defined in Article VIII, Section C, provided the displaced employee has greater seniority than the employee to be bumped. If the displaced employee is in a full-time position and the employee to be bumped is in a part-time position, the displaced employee may choose to bump the least senior full-time employee, systemwide, in the same classification and in a position for which the displaced employee is qualified as defined in Article VIII, Section C. If the displaced employee is in a part-time position and the employee to be bumped is in a full-time position, the displaced employee may choose to bump the least senior part-time employee, systemwide, in the same classification and in a position for which the displaced employee is qualified as defined in Article VIII, Section C.

2. If there is no employee in the same classification as the displaced employee who has less seniority and who occupies a position for which the displaced employee is qualified as defined in Article VIII, Section C, the displaced employee may bump the least senior employee, systemwide, in a classification in the next lower applicable job grade, if any, and in a position for which the displaced employee is qualified as defined in Article VIII, Section C, provided the displaced employee has greater seniority than the employee to be bumped. If the displaced employee is in a full-time position and the employee to be bumped is in a part-time position, the displaced employee may choose to bump the least senior full-time employee, systemwide, in a classification in the next lower applicable job grade, if any, and in a position for which the displaced employee is qualified as defined in Article VIII, Section C. If the displaced employee is in a part-time position and the employee to be bumped is in a full-time position, the displaced employee may choose to bump the least senior part-time employee, systemwide, in a classification in the next lower applicable job grade, if any, and in a position for which the displaced employee is qualified as defined in Article VIII, Section C. For purposes of this Section D.2 only, the "classifications" in next lower applicable job grade are as follows:

Displaced Employee's Classification	Classifications in the Next Lower Applicable Job Grade
Librarian	Library Assoc. II or Library Assoc. I
Library Associate II	Library Associate I
Library Associate I	Library Specialist or Library Assistant
Computer Technician	Library Assistant
Library Specialist	Library Assistant
Maintenance Worker	Delivery Aide or Housekeeper
Library Assistant	Delivery Aide or Library Aide
Delivery Aide	Library Aide
Housekeeper	—
Library Aide	—

3. A displaced employee who can choose to bump another employee will have up to three (3) calendar days to make a decision to accept the layoff or bump another employee.

4. A bumping employee under these provisions shall be allowed a trial period of up to thirty (30) working days, beginning with the first day in the new position.

(a) Approximately halfway through the employee's trial period, the employee and the employee's supervisor will meet to discuss the employee's performance.

(b) If, at the conclusion of the employee's trial period, the Library determines that the employee is not satisfactorily performing the work, the employee shall be laid off. However, such employee will retain all seniority accumulated prior to layoff if recalled by the Library within one (1) year.

5. An employee may choose to be laid off rather than bump into another position.

6. An employee who bumps into a position will be given an appointment to that position, whether the position is full-time or part-time, as the position was originally intended. Such employee waives any further right to bump.

E. Compensation.

1. An employee who bumps into a lower classification shall be paid her/his current rate of pay, unless the current rate of pay is greater than the maximum step on the salary scale for the lower classification. If the current rate of pay is greater than the maximum step on the salary scale for the lower classification, the employee shall receive the rate of pay at the maximum step on the salary scale for the lower classification.

2. An employee whose rate of pay is between steps on the salary scale because the employee bumped into a lower classification is eligible to move to the rate of pay at the higher step, without regard to its being a one-year or two-year step, when there is a general step increase in accordance with Article X, Section A.

F. Employees who are laid off may choose to receive their PTO earned but not taken or to have the Library retain their PTO. Employees choosing for the Library to retain their PTO earned but not taken can use their PTO after they are recalled or have the Library pay them their PTO earned but not taken when they voluntarily leave the recall list or when their rights to recall terminate.

#### Article XIV: Recalls

A. Except as provided for in Sections C and H of this Article XIV, recall of full-time and part-time employees will occur in order of seniority, i.e., the most senior will be recalled first, provided that the employee to be recalled is qualified to perform the available work in a classification. For purposes of this Article XIV, the term "qualified" is as defined in Article VIII, Section C.

B. Laid-off employees will be placed on a recall list for up to twelve (12) months, from the effective date of the layoff. After twelve (12) months, the individual is no longer employed by the Library. The Library will provide the Union Executive Board Member with the recall list and copies of all notices of recall. It will be the responsibility of the employee to keep the Library informed of her/his current correct address and telephone number.

C. Notwithstanding Sections A and F of this Article XIV, a laid-off employee on the recall list will have priority recall rights to her or his former position. For purposes of this Article XIV, an employee with priority recall rights will be recalled into the employee's former position before the Library bids the position in accordance with Article VII, Applying for Positions.

D. Notices of recall will be sent by certified mail to the employee's last known address. Within ten (10) working days of said notification by certified mail, the recalled employee shall return to work. In the event the employee does not respond in the said period of time, her/his seniority rights hereunder will cease and terminate.

E. Following reinstatement from layoff, the employee shall retain all seniority accumulated prior to layoff.

F. When a position becomes available, the Library will first bid the position in accordance with Article VII, Applying for Positions. All notices of vacancies will be mailed to qualified employees on the recall list on or before the day the notice is posted in the Main Library. If no qualified current employee bids on the position, the Library will offer the vacant position to the most senior, qualified employee on the recall list. The Library will continue to offer vacant positions to the next most senior, qualified employee who is on the recall list. No new employees may be hired into a position while an employee who is qualified to perform the available work and who desires to return to work is still on the recall list. If no one on the recall list accepts an available position, the Library can hire new employees for such position.

1. An employee recalled to a position under these provisions shall be allowed a trial period of up to thirty (30) working days, beginning with the first day in the position.

(a) Approximately halfway during the employee's trial period, the employee and the employee's supervisor will meet to discuss the employee's performance.

(b) If at the conclusion of an employee's trial period, the Library determines that the employee is not satisfactorily performing the work, the employee shall be laid off with no further rights to recall. However, such employee will retain all seniority accumulated prior to layoff if rehired by the Library within one (1) year of the last layoff.

2. An employee who is on layoff may choose to remain on the recall list up to twelve (12) months rather than accept a recall to a noncomparable position (i.e., in terms of hours, grade and benefits).

3. A part-time employee who is offered a full-time position may refuse such position and remain on the recall list. A full-time employee who is offered a part-time position may refuse such position and remain on the recall list.

4. If, following recall, a position is accepted at a lower pay grade or fewer hours per week than that held at the time of layoff, an employee who is qualified for such position will be offered successive opportunities as same become available and before others with less seniority are recalled from layoff until the employee is recalled to a comparable position (i.e., in terms of hours, grade and benefits). Such employees will have recall rights for up to eighteen (18) months from the last day of work in the job held prior to the reduction in hours or acceptance of a position in a lower pay grade.

(a) If an employee recalled to a noncomparable position accepts a promotion to a higher-graded position, the employee's recall rights shall be forfeited at the successful conclusion of the thirty (30) working day trial period.

(b) An employee who is offered a noncomparable position that offers greater hours and benefits may refuse such position and remain on the recall list. An employee

may accept a recall to a noncomparable position that offers greater hours and benefits, but waives any further right to recall.

G. An employee who is recalled to her/his former salary grade will be paid at her/his former rate of pay plus any additional increase provided during the layoff period to employees in the job classification to which the employee is being recalled. An employee recalled to a position in a lower salary grade will maintain the salary held at the higher grade so long as such salary falls within the salary range for such lower grade, otherwise, the employee will receive the maximum rate in the range of the lower grade.

H. Notwithstanding Sections A and F of this Article XIV, an employee who as a result of any action taken under Article XIII, Layoffs, applied for and accepted a new position, bumped into a new position or was laid off and accepted a recall to a position at a lower pay grade or fewer hours than that held at the time of layoff has priority recall rights to her or his former position for up to eighteen (18) months from the last day of work in the former position. An employee who does not accept a recall to her or his former position with the same or comparable hours waives any further right to recall. An employee who does not accept a recall to her or his former position with non-comparable hours retains her or his priority recall rights under this Section.

#### Article XV: Staffing

A. The Library shall not utilize volunteer workers for any position traditionally performed by an employee without mutual agreement between the Administration and the Union, if the same results in reduction of grade or termination of employment of a present employee or employees, or in order to avoid posting a bargaining unit position.

B. The use of temporary workers hired from outside the bargaining unit to do bargaining unit work shall be limited to six (6) months or in accordance with the length of a leave of absence under Article XXIV of this Agreement, a given project, special funding or grant, whichever is longer.

C. When the Library's outsourcing results in the loss of bargaining unit jobs, the Library will attempt to reassign the affected employees to different jobs when possible.

D. The Library shall not schedule fewer than two (2) employees to work at a branch or in the computer resources area at a time on a regular basis, except for lunch, breaks or training. If an employee is left to work alone due to unexpected time off by another employee, the Library will use its best efforts to provide a substitute so that the employee will not be left to work alone.

E. Additional Hours for Part-Time Employees.

1. The Library will maintain a list of "Part-Time Staff Desiring Extra Hours," composed of the names of qualified part-time employees wishing to be considered for substitute, temporary or permanent additional hours within their classification when such hours would not conflict with their regular schedule. The list will be made available to all supervisors and the Union on a quarterly basis.

2. A part-time employee may add or remove his/her name from the list at any time.
  3. The Library, at its sole discretion, and without regard to seniority, may offer additional hours to the employees on the list.
  4. If the Library offers additional hours to part-time employees, the Library will offer such hours to the employees on the list in the following priority manner:
    - (a) Employees within the branch or department where the hours are being offered.
    - (b) Employees not within the branch or department where the hours are being offered, but who are able to cover at least fifty percent (50%) of the hours being offered without adjusting their regular schedule.
    - (c) Remaining employees on the list.
  5. The Library will not assign a part-time employee additional hours at more than one library location other than the employee's home location on the same day.
  6. Part-time employees who are assigned additional hours will be paid at their regular rate for such additional hours, but will not be paid travel time or mileage unless they travel between work sites on the same day.
  7. The Library may also request a part-time employee to work on a special project beyond such employee's regular schedule. Such employee will be paid at a rate of pay commensurate to the type of work requested.
- F. The Union retains the right to challenge the Library's decision to convert a full-time position to one or more part-time positions through the grievance procedure.
- G. The Library reserves the right to fill vacancies on the same hourly basis which apply to such positions prior to the occurrence of a vacancy. Further, the Library may maintain open positions until such time as appropriate funds have been certified.

#### Article XVI: Terminations

- A. Notice.
1. Four (4) weeks written notice (before the last working day, excluding terminal PTO) is the minimum required for professional employees, and two (2) weeks written notice (before the last working day, excluding terminal PTO) for other employees.
  2. Failure to provide minimum notice will result in the employee forfeiting any accrued PTO.

B. Retirement Payment of Unused Sick Leave – Employees who elect to retire and meet the requirements of Ohio Revised Code Sections 124.38 and 124.39 shall be paid a lump sum equal to one-fourth (¼) of the value of accrued but unused sick leave credit upon notice from PERS. Such payment shall be made only once to any employee.

C. Terminal PTO – If a person has been employed by the Library for more than one (1) full year and resigns or retires, he/she will be compensated for PTO earned but not taken, provided minimum notice has been given.

D. Dismissals – The Director may terminate an employee with notice for just cause, subject to the provisions of the disciplinary procedures referred to in Article XIX.

E. Severance Pay – When the Director dismisses an employee without notice, and for just cause, that employee may be granted separation pay as follows:

1. Up to one (1) month pay for a professional or a Library Associate level employee when he/she does not have one (1) month of earned PTO.

2. Up to two (2) weeks pay for all other employees when he/she does not have two (2) weeks of earned PTO.

#### Article XVII: Union

##### A. Dues and Service Fees.

1. The Library will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individually signed authorization cards executed by the member for that purpose and bearing his/her signature.

2. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the Library for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction.

3. All authorized deductions will be made from the employee's pay on a regular monthly basis in the second paycheck of the month. All deductions shall be transmitted to the Union no later than seven (7) calendar days following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

4. The Union shall indemnify and hold the Library and any of its agents harmless against any and all losses, costs, expenses, claims, demands, suits and other forms of liability that may arise out of, or by reasons of action taken or not taken by the Library for the

purpose of complying with any of the provisions of this Article XVII, or in reliance on any notice or authorization form furnished under any of the provisions of this Article XVII.

5. If the service fee provision is held to be invalid, unconstitutional or unlawful by either legislation or by a decision from a court or agency of competent jurisdiction, the following maintenance of membership provision will become effective following the Library's receipt of written notice from the Union of such illegality, provided such maintenance of membership provision is lawful under then-existing laws:

All bargaining unit members who are members of the Union on or after the effective date of this provision will remain members of the Union unless they give written notice to the Union, during the period from March 1 to March 31 of any year of this Agreement, of their desire to terminate such membership.

B. Limitations on Use of Library Time.

1. The Library encourages use of the library facilities for Union needs, but does not allow free time to do Union business or planning, except as otherwise provided in this Article XVII.

(a) Employees serving on the Union's Leadership Board will be permitted to use up to an aggregate of twelve (12) hours per month of paid, non-cumulative release time for the conduct of Union business.

(b) The Union officers and delegates will inform their supervisors and unit coworkers when attending to Union business on Library time.

2. Negotiations.

(a) When members of the Union are mutually scheduled by the parties to participate in negotiations subsequent to this Agreement, and if such employees were scheduled to work during such meetings, the employees will be compensated for released time, on a cumulative basis, for an aggregate of up to seventy-two (72) hours. When the seventy-two (72) hours of released time is exhausted, members of the negotiating committee who participate in negotiations can attempt to re-schedule their work time in the same pay period with their supervisors; however, rescheduling of work time will not result in overtime. If re-scheduling is not possible, then full-time and part-time employees can use their PTO earned but not taken, or part-time employees who are normally scheduled less than thirty (30) hours per week can request an unpaid leave of absence under Article XXIV, Section A.

(b) No more than two (2) bargaining unit members in any Main Library department or from any one branch shall receive release time simultaneously while serving on the Union's Negotiating Team.

(c) If the parties mutually agree to an Interest-Based Bargaining (IBB) format in negotiations subsequent to this Agreement, they may negotiate ground rules that supersede these procedures.

C. Union Leave – A bargaining unit employee may be granted a leave of absence without pay for Union business or to attend Union training or workshops for up to a period of one (1) month at the Director’s discretion. Such employee is not required to exhaust all paid-time off (PTO) prior to the leave of absence without pay.

D. Representation at Administrative Meetings – Union questions or comments will be placed on the agenda of the supervisors meeting once per month at the discretion of the Director, who may request that the Union representative attend the meeting as appropriate.

E. Communications to the Board – Union communications to the Board of Trustees or one of its committees are to be sent to the Board of Trustees, care of the Director.

F. Provision of Statistics to Union – The Administration and the Board will make available to the Union, upon its written request, information and statistics the Library has compiled and records it maintains as a matter of public record. The Library shall provide the Union Executive Board Member with a list indicating the name, address and phone number for each bargaining unit employee quarterly.

G. Printing and Distribution of Agreement – The Library and the Union will share equally the cost of printing and duplication of this Agreement in sufficient quantities to provide one copy to each employee and to new hires.

H. Rights of Individuals.

1. Bargaining unit employees will be free to join or not to join the Union as they may choose, to participate in negotiations, to process grievances, and to exercise such other rights as they may have under Ohio Revised Code Section 4117.03.

2. There will be no reprisals of any kind, or threats thereof, taken against any employee by reason of the employee’s membership or nonmembership in the Union or participation or nonparticipation in any of its activities.

#### Article XVIII: Grievance Procedure

A. Grievance Definition: Grievance shall mean a claim by an employee, a group of employees, the Library, or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

B. Grievance Procedure Defined: A grievance procedure is defined as a method by which an individual, a group of employees, the Library or the Union can express a complaint, problem, or dispute and attempt to resolve it without fear of reprisal and obtain a fair hearing at progressively higher levels.

C. The Union or designated representative of the grievant shall be a Union officer or delegate or any person chosen by the grievant to serve as his/her representative.

D. Timing:

1. The number of days indicated in each level shall be considered as a maximum and every effort should be made to expedite the process.

2. The time limits may be extended by mutual agreement of the parties concerned; provided, however, that for any time limit in Level Three, an extension of up to five (5) calendar days will be automatically granted, upon the timely receipt by the nonrequesting party of a written request for such an extension.

3. If any time limit ends on a nonbusiness day, then such time limit will be extended to the first following business day. For purposes of this Article, a nonbusiness day is defined as a Saturday, Sunday or holiday.

E. Purposes of Grievance Procedure: The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances, which may from time to time arise.

F. Degree of Limitations: Nothing herein shall be construed as limiting the right of any employee having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and have the grievance adjusted without intervention and/or consultation with the Union, provided 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 as an observer at the final adjustment proceeding.

G. Reasonable time during working hours will be allowed for the grievant and his/her Union or designated representative to discuss, prepare for, and present the grievance. Arrangements for the use of library time must be made with the grievant's supervisor, the grievant's Union or designated representative's immediate supervisor(s), and with supervisor(s) of any other employees who may be needed to give information as to the grievance. Those supervisor(s) will be the sole judge(s) of what constitutes "reasonable time."

H. Procedures.

1. Level One – Within ten (10) calendar days of the event or occurrence on which the grievance is based, the grievant, with the grievant's Union or designated representative, if requested, will discuss such event or occurrence informally with the grievant's supervisor in order to achieve a resolution.

2. Level Two.

(a) If the grievant is not satisfied with the disposition of the grievance or if no decision has been rendered by the grievant's supervisor, the grievant will submit to the

grievant's supervisor a complete statement of the grievance on the proper grievance form within five (5) calendar days after the Level One discussion. Within five (5) calendar days of such submission, the grievant, the grievant's supervisor and their Union or designated representatives, if requested in accordance with subparagraph (b) below, will meet for further clarification of the grievance. The grievant's supervisor will provide a written disposition of the grievance to the grievant and the grievant's Union or designated representative within seven (7) calendar days of such meeting.

(b) Upon giving at least twenty-four (24) hours notice in advance of the meeting, the grievant may have the attendance of the grievant's Union or designated representative and/or the grievant's supervisor may have the attendance of another supervisor or person from the Administration.

### 3. Level Three.

(a) If the grievant and/or the Union is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) calendar days from the meeting at Level Two, the grievant will within five (5) calendar days refer the grievance individually or with the grievant's Union or designated representative, if requested, to the Director of the Library or his/her designated representative(s).

(b) If a grievance affects a group of members of the bargaining unit from 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 Level Three within seven (7) calendar days of the event or occurrence on which the grievance is based.

(c) The Director or his/her designated representative, will within seven (7) calendar days of receipt of the grievance, conduct a meeting concerning the grievance. The grievant and the Union will be notified in writing, as to the time, place, and date of such meeting. The meeting will include the grievant, the grievant's Union or designated representative, the subject of the grievance, the grievant's supervisor, the Director or his/her designated representative(s) and any other persons who may be needed to give information as to the grievance.

(d) Within seven (7) calendar days of the conclusion of the meeting, the Director or his/her designated representative will issue a decision along with the reasons as to the disposition of the grievance, in writing, to the grievant and the grievant's Union or designated representative. The Director will furnish a copy of this decision to the grievant, the grievant's Union or designated representative and the grievant's supervisor.

### 4. Level Four—Mediation.

(a) If the grievant and/or the Union is not satisfied with the decision from Level Three, and if the grievant and/or the Union wishes to proceed further, the grievant and/or the Union may request the Library to participate in mediation by submitting a written request to the Library within seven (7) calendar days after receipt of the decision from the Director

or his/her designated representative. The Library may agree to mediation by notifying the grievant and/or the Union of its agreement in writing within seven (7) calendar days. If all the parties do not timely agree to mediation, then the grievant and/or the Union may choose to proceed to Level Five.

(b) Except as otherwise provided in this procedure, mediation will be pursued and conducted in accordance with the Rules of the Federal Mediation and Conciliation Service in effect on the date that the request for mediation was sent.

(c) Any party may end mediation at any time after participating in the mediation process by giving written notice to the mediator and to the other party or parties.

(d) The mediator will control all of the procedural aspects of the mediation. Unless the mediator chooses otherwise:

(i) The parties will not directly communicate with each other concerning the grievance without the consent of the mediator.

(ii) The mediator will communicate with each party separately; however, the mediator will not transmit information given by any party to another party unless authorized to do so by the party providing the information.

(iii) The mediator may hold separate or joint meetings. In consultation with the parties, the mediator will fix the time and the place of each meeting.

(e) The mediator may withdraw at any time by giving written notice to the parties (i) if the mediator believes that either party is not acting in good faith, or (ii) if the mediator concludes that further mediation efforts would not be useful.

(f) The mediation process will be conducted expeditiously. Parties will make every effort to be available for meetings.

(g) Although the mediator will not have authority to impose a resolution of the grievance, the mediator may promote a resolution of the grievance in any manner that the mediator believes appropriate.

(h) The mediation process is private. Persons, other than the parties and their designated representatives may not attend mediation meetings, unless the mediator and the parties give their prior approval.

(i) The mediation process is confidential. The parties and the mediator will not disclose any information regarding the mediation process, including any settlement, to any person not a party to the mediation process, except that any settlement may be disclosed by any party (i) in any arbitration or judicial proceeding directly related to the grievance being mediated, (ii) to any governmental agency in satisfaction of applicable regulations, (iii) to the auditors of the

Union's or the Library's financial statements, in accordance with customary auditing practice, or (iv) as otherwise required by law.

No written or oral statement, admission or settlement proposal made during the course of the mediation process, other than permitted in any executed agreement made by the parties during the mediation process, will be subject to disclosure or admissible as evidence in any arbitration or any governmental, judicial or other proceeding involving the parties, their designated representatives or any other person.

(j) The mediator will be disqualified as a witness, consultant or expert in any proceeding relating to the subject of the mediation. If the grievance goes to Level Five arbitration, the mediator will not serve as the arbitrator, unless the parties and the mediator otherwise agree in writing.

(k) The fees and expenses of mediation, if any, will be borne equally by the parties.

#### 5. Level Five—Arbitration.

(a) If the grievant and/or the Union is not satisfied with the decision from Level Three, and if the grievant and/or the Union wishes to proceed further, and if mediation is not timely pursued by the parties to the grievance, as provided in Level Four, the grievant and/or the Union will refer the grievance to arbitration within thirty (30) calendar days after receipt of the decision from the Director or his/her designated representative. Within seven (7) calendar days from its receipt of such referral, the Library may submit a written request to the grievant and/or the Union to participate in mediation regarding the grievance. The grievant and/or the Union may agree to mediation by notifying the Library of their agreement in writing within seven (7) calendar days. If all the parties do not timely agree to mediation, then the grievance will be referred to arbitration.

(b) If mediation was timely pursued as provided in Level Four, but the results of such mediation were not successful, and if the grievant and/or the Union wishes to proceed further, the grievant and/or the Union will refer the grievance to arbitration within twenty-one (21) calendar days after the Library, Union or the mediator gives written notice that mediation, as provided in Level Four, will terminate.

(c) Arbitration will be pursued and conducted in accordance with the Rules of the American Arbitration Association.

(d) The decision of the arbitrator will be final and binding upon the Library, the Union and the employee(s) involved; provided, however, that the arbitrator will have no authority to vary, amend, alter or modify this Agreement and will restrict himself to a determination of whether or not there has been a violation, misinterpretation or misapplication of this Agreement. The fees and expenses of the arbitration will be borne equally by the parties, even if settled before the receipt of an arbitration decision.

6. Right to Representation – No employee may be represented by an employee organization other than the Union in any grievance procedure initiated pursuant to this Agreement.

7. Expedited Procedure.

(a) In a discharge case, the grievant and/or the Union will file the grievance at Level Three within seven (7) calendar days from the date on which the Library provides written notice of the discharge (not receipt). If after receiving the decision of the Director, the grievant and/or the Union is not satisfied with the decision at Level Three, and if the grievant and/or the Union wishes to proceed further, the grievant and/or the Union will refer the grievance to the next step in the grievance procedure in accordance with the procedures for such step.

(b) The expedited grievance procedure with respect to discharges will be to follow the steps set forth in Level Three, and will be within such time periods as provided.

(c) A grievance initiated by the Library will begin by the Director or his/her designated representative giving written notice to the Union Executive Board Member, with a copy sent to the District 1199 Administrative Organizer and Ohio Area Director—Public Sector within seven (7) calendar days of the event giving rise to the grievance. The Union Executive Board Member will respond in writing within seven (7) calendar days of receipt of the grievance.

If the Library is not satisfied with the Union's decision, the Director or his/her designated representative may give written notice to the Union Executive Board Member and the District 1199 Administrative Organizer and Ohio Area Director—Public Sector of the Library's intent to pursue its grievance in accordance with Level Four, if the parties can agree, or at Level Five. The status quo with regard to the events giving rise to the grievance will be maintained until the grievance is either settled or an arbitrator makes a determination.

8. No Strike/No Lock-Out – The grievance procedure will be the exclusive method of reviewing and settling grievances between the Library and the Union and/or between the Library and an employee(s). During the life of this Agreement, the Union agrees not to engage in a strike, work stoppage or slowdown, and the Library agrees not to engage in a lock-out.

9. Miscellaneous.

(a) A grievance may be settled or withdrawn at any level without prejudice.

(b) No reprisals of any kind will be taken by or against participants in the grievance procedure by reason of such participation.

(c) Forms for filing and processing grievances will be available from the Union officer or delegate or the Administration Office.

(d) In order to expedite grievances common to a number of employees, they may be processed as a single grievance in the same manner as if an individual were filing the grievance. (Any group grievance will set forth the names of all persons in the group and their assignments).

(e) If a grievance is commenced at any level higher than Level Two, the Library will provide the immediate supervisor(s) of the grievant(s) a copy of the grievance.

#### Article XIX: Disciplinary Procedures

A. The Library Board of Trustees has the sole right and responsibility to establish reasonable rules and appropriate procedures for the discipline of all Library employees.

B. In imposing disciplinary action, the Library Administration will adhere to the concept of "just cause," which includes, but may not be limited to, the following principles:

1. Employees will be informed of the standards, rules and/or directives which they are expected to meet or obey and the consequences of failure to meet or obey said standards, rules or directives.

2. The Library will apply discipline equitably and consistently and will avoid arbitrary or hasty action.

3. The Library will evaluate each disciplinary situation in the light of the employee's work record and penalties will be reasonably related to the seriousness of the offense and past work record.

#### Article XX: Hours of Work

A. Work Week – Full-time employees work a five day, thirty-eight (38) hour work week, which may include evenings and weekends. Promptness is expected. The Library shall not schedule an employee for a six-day work week on a regular basis without mutual agreement between the Library and the employee with Union representation.

B. Breaks.

1. Employees may take a break (not to exceed fifteen (15) minutes in length) during each four (4) hour segment of the work day, if there will be no interference with good public service or department work flow. When an employee's work day is at least seven (7) hours in length, two (2) break periods may be allowed (one during each segment of the day).

2. Break time is not cumulative nor can it be used to leave work early. Staff are not to leave the Library premises during breaks.

C. Emergency Closings – Closings of the Library under emergency conditions, including but not limited to extreme weather, will be at the discretion of the Library Director. A procedure will be established to notify employees of emergency closings. Absences or tardiness due to weather difficulties may be made up at the discretion of the supervisor and/or the Director.

D. Inclement Weather – Staff who are unable to travel to work during inclement weather will have the opportunity to make up the time within the same pay period. However, rescheduling of work time will not result in overtime. When it is not possible to make up the time within the same pay period, staff will use emergency PTO to cover the time lost.

E. Absences/Tardiness – Absences or tardiness may be made up at the discretion of the supervisor or Director.

F. Overtime – Overtime may be authorized by the Director or his/her designee.

G. Split Shifts – The Library shall not regularly schedule an employee to work a split shift without mutual agreement between the Library and the employee.

H. Emergency Call-Outs.

1. From time to time, the Library may require an employee to work at a nonscheduled time to resolve an emergency situation.

2. Employees who are called out in an emergency situation will receive a minimum of two (2) hours of compensation for each occurrence.

I. Sunday Service Hours.

1. All Sunday hours in open locations shall be scheduled over and above an employee's regular weekly schedule. For part-time employees eligible to work on Sundays, "regular weekly schedule" shall include the range of hours employees may work to cover absences and adjustments in their unit's weekly schedule.

2. At the Main Library, Security will be scheduled to work each Sunday. A Maintenance employee will be on call, and the Supervisor-in-Charge will be notified who that employee is. The automated switchboard service will direct live calls to the appropriate department.

3. A non-bargaining unit supervisor will usually be scheduled each Sunday at the Main Library to be in charge and may help cover the staffing requirements. A Librarian may be scheduled to be in charge at the Main Library on a voluntary basis.

4. Sunday work assignments shall be filled in the following manner, subject to the requirements that Sunday staffing must ensure a proper complement of Library staffing and building responsibilities as determined by the Director.

(a) Volunteer sign-up forms will be distributed to employees who are qualified to work on Sundays twice a year, once for the Fall/Winter Sunday service period and once for the Winter/Spring Sunday service period. The volunteer sign-up forms shall specify the number of Sundays out of each scheduling period the employee volunteers to work, any dates the employee cannot work, and the employee's preference for location(s) to work. Qualified employees may indicate a preference to work at any open location on Sundays and may be scheduled to work at the location of preference, if adequate coverage can be achieved at the employee's Sunday assigned home location. A Library Associate I or a Librarian who prefers to work at a Branch and a Librarian who works at the Main Library will be asked to specify if they are willing to be in charge at the Sunday work location. Supervisors will then schedule these volunteers on the basis of qualifications, need and in seniority order. Qualified to do the available work shall be defined by job classification, including non-bargaining unit employees.

(b) The Sunday scheduler shall select from the volunteers and make initial Sunday assignments. Assignments shall be made by seniority and on a rotating basis with the most senior employees scheduled first.

(c) If, following the initial scheduling of volunteers, additional employees are needed for Sunday work, the Library will schedule appropriately qualified employees by reverse seniority on a rotating basis to perform Sunday work. However, no employee shall be scheduled to work more than three (3) in twelve (12) Sundays on a mandatory basis. No bargaining unit employee shall be mandatorily scheduled for two (2) consecutive Sundays more than once with the exception of make-up Sundays.

(d) There will be at least one home department employee scheduled to work in each department on Sunday when possible.

(e) Library supervision shall determine the Sunday schedule coverage required, and may adjust Sunday work assignments to achieve adequate coverage. However, employees will be given one (1) month notice for all Sunday assignments, except in an emergency when an employee is called in or when a make-up Sunday is assigned. The Library will provide a copy of the Sunday schedule to the Union no less than five (5) days before the posting date.

(f) Library supervision will provide adequate orientation for employees who are not familiar, through prior experience or training, with the open department to which they are assigned on Sunday. Such orientation will be provided during the employee's compensated work hours. The Library will make every effort to provide this orientation before an employee's Sunday assignments begin.

(g) Scheduled employees shall be provided the home telephone number of the supervisor in charge on a specific Sunday. Whenever an employee is unable to come to work due to personal illness, illness in the immediate family, or a personal emergency, she/he shall give notice to the supervisor in charge as far in advance as possible, but no later than 8:30 a.m. on Sunday, so that a replacement can be called. An employee who calls off may be assigned to make up the Sunday work on another Sunday.

(h) Replacements for emergency situations shall be drawn from all employees qualified to do the available work. If an employee is called in to replace another employee, the called-in employee may be relieved of one of her/his previously scheduled assignments if the employee so chooses. The supervisors shall attempt simply to switch assignments. If no assignment switch is possible, a volunteer may be called in. Employees may refuse without prejudice to be called in if they have other commitments already scheduled.

5. In addition to Section I.4 of this Article XX, the following will apply in staffing any open Branch for Sunday service hours:

(a) One home Library Associate I, Library Associate II, Librarian Supervisor or Library Assistant with the appropriate orientation will be scheduled. When possible, a second home Library Associate I or Library Assistant will be scheduled.

(b) A Librarian Supervisor, Library Associate II/Assistant to the Librarian Supervisor, Library Associate I who volunteers or Librarian who volunteers will be scheduled on Sunday to be in charge and cover staffing requirements.

6. All employees shall be compensated at the rate of time and a half the employee's regular rate of pay for all hours worked on Sundays to staff an open library building.

7. Sick leave and PTO shall not be earned nor taken for Sunday work assignments.

8. The Library will be closed on Easter Sunday.

9. The Library will plow the staff lot whenever the patron lot is plowed in the winter prior to scheduled work hours. All employees, full-time and part-time, will have use of the staff lot for Sunday work.

J. Other Sunday and Holiday Hours of Work.

1. Employees shall be paid at the rate of time and a half their regular rate of pay ("premium pay") for hours worked on Sundays and holidays when the Library is closed for ordinary service, and when the assignment is made at the Library's request, to staff a library activity at a community or special event ("community event") other than open houses. The Library shall first solicit qualified volunteers, which may include non-bargaining unit staff and may also include, at the discretion of the Library, at least one supervisor, after which the Library may assign employees to work on a community event, without regard to seniority.

2. Sunday hours may be scheduled at the Main Library or the branches to cover open houses. Regular Sunday work assignments shall be filled in accordance with Section H above. When additional staff is needed, the Library shall post a volunteer sign-up sheet indicating the assignments available and any skills required for the assignment. The Library shall then schedule these volunteers on the basis of qualifications and in seniority order. Preference shall first be given to home building/branch employees. If additional employees are needed, the Library

may use volunteers from other building/branches. All employees shall be compensated at the rate of time and a half the employee's regular rate of pay for all hours worked on Sundays to staff open houses.

#### Article XXI: Pay Periods/Paydays

A. Employees are paid every two (2) weeks by direct deposit on the second Tuesday following the two (2) week pay period. The Library will provide pay documents to employees only.

B. Time Records as approved by Supervisors, along with any Schedule Adjustments, will be submitted to the Assistant Fiscal Officer.

C. In-services will be provided for completing Time Records.

D. When a payday falls on a holiday closing, employees will be paid one business day prior to that day.

E. Deductions will be made from an employee's paycheck when absences exceed sick leave allowance, and/or accrued paid time off (PTO).

F. The Library will deduct any voluntary contribution (authorized in writing by the employee) to the employee's financial institution, one annuity plan offered by the Library, and up to five (5) other voluntary deductions where a minimum of five (5) employees participate.

G. The Library will deduct any voluntary Political Action Fund contribution (authorized in writing by the employee) and will remit to the Union at least monthly the aggregate deductions along with a listing of names and amounts deducted from the employees.

#### Article XXII: Holidays

A. The Library is closed on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day Before Christmas, Christmas.

1. When Christmas, New Year's or Independence Day fall on Sunday, the Library will be closed on the following Monday.

2. The Library is open the following holidays: Martin Luther King Day, Presidents' Day, Columbus Day, Veterans Day. These holidays have been converted to Paid Time Off (PTO), as described in Article XXV. Employees who wish to observe any of these holidays may request the use of PTO in accordance with Article XXV.

B. The Library will close no later than 6:00 p.m. on the day before Thanksgiving and the day of New Year's Eve.

C. When the Library closes early on a day prior to a holiday, an employee will be permitted but not required to re-schedule the hours which were not paid as a result of such holiday closing or use PTO in accordance with Article XXV.

D. Full-time staff will receive eight hours of pay for each holiday listed in this Article XXII, Section A and will be given an alternate day off if not scheduled to work when the Library is closed. Holiday pay is allowed for part-time employees according to the number of hours that would be worked if it were a scheduled day for those employees.

#### Article XXIII: Sick Leave

##### A. General.

1. Sick leave is allowed for personal illness, pregnancy, injury, or medical appointments that cannot be scheduled outside work hours. In addition, sick leave may be used for the illness of minor aged children (under 18 years) up to fifteen (15) days per year. Personal illness is defined as an infection that might endanger others or the physical inability to perform the required work. For purposes of this Article XXIII, medical emergency means any health situation that cannot be anticipated or reasonably planned for in advance.

2. An employee who suffers a serious health condition while on vacation or paid time off should notify the Library as soon as practicable of the condition. The Library may require that the employee obtain a certification of the serious health condition. If the employee's serious health condition is certified, the Library will convert that portion of the employee's paid time off in which the employee had a serious health condition to sick leave.

##### B. Accrual.

1. Beginning with the first full pay period in July 1999, full-time employees will accrue .0577 hours of sick leave per hour compensated (or 114.01 hours per year), excluding Sunday and/or overtime hours. Part-time employees will accrue .0577 hours of sick leave per hour compensated, excluding Sunday and/or overtime hours.

2. Sick leave may accumulate up to one hundred and fifty days (1,140) hours for full-time employees. The maximum sick leave accumulation for part-time employees shall be pro-rated based on the number of hours in the employee's current normal work week.

##### C. Use.

1. With the supervisor's approval, up to three (3) days of annual sick leave allowance may be used for illness or medical emergency of parent, spouse or other person living in the household ("family").

2. In the event of a serious health condition of a parent, parent-in-law, sibling, spouse, adult child or other person living in the household, and when the employee certifies that

she/he is the primary caregiver for such person, an additional fifteen (15) days may be approved by the Director. Sick leave allowance for family illness is noncumulative.

3. For purposes of this Article, serious health condition shall have the meaning as defined under the Family and Medical Leave Act of 1993.

4. In the event of a serious illness of a minor aged child, up to thirty (30) days of accumulated sick leave may be used, upon presentation of medical certification acceptable to the Library. Such leave may be extended by mutual agreement of the Library and the employee for an additional thirty (30) days, upon presentation of medical certification acceptable to the Library. The foregoing shall be available, in addition to use of the fifteen (15) days of annual accrued sick leave, as provided in Section A of this Article XXIII.

5. For purposes of this Section, serious illness of a minor aged child shall mean an illness or injury which requires hospitalization of more than five (5) days or incapacity of a child for more than five (5) days, as shown by medical certification acceptable to the Library.

D. Certification. A doctor's certificate confirming illness may be required at the Director's discretion. Misrepresentation of the reason for the use of sick leave is grounds for discipline up to and including dismissal.

E. Other.

1. The Library will provide a sick leave bank for employees with long-term illnesses or injuries and who are eligible to earn sick leave time.

2. An employee may transfer from another Ohio Public agency the unused balance of the employee's accumulated sick leave up to thirty (30) days, if certified by the previous employer.

#### Article XXIV: Leaves of Absence Without Pay

A. Leaves of absence without pay, if such leaves would not be detrimental to the service of the Library or to the welfare of the other employees involved, may be granted for personal illness, illness in the immediate family or household, travel, work experience that would be of benefit to the Library, attendance at school or professional study.

Leaves of absence without pay will be granted for military leave and for those circumstances stated in the Family and Medical Leave Act of 1993 ("FMLA") as listed in Section H below.

B. Requests for leaves of absence without pay must be made on the designated form at least thirty (30) days in advance, or more whenever possible. Requests must be cleared with the supervisor and are subject to the approval of the Director. Leaves of absence without pay may also be granted at the discretion of the Director in cases of emergency, i.e., with less than thirty (30) days notice.

C. Leaves of absence without pay will not be granted until earned PTO is exhausted.

D. Paid leave time is not credited to employees on leaves of absence without pay. Therefore, PTO and sick leave will not accrue during a leave of absence without pay. The Library's portion of health care program costs and life insurance premiums will be paid by the Library through the end of the calendar month in which the employee received compensation.

1. An employee on leave of absence may elect, in writing, to continue his/her health care and life insurance coverage at his/her own expense. In such event, the employee will provide the Library with the premium amount seven (7) days prior to the premium due dates during the period of her/his leave for which the Library would not otherwise be paying the premiums for these benefits.

2. A leave of absence without pay up to two (2) months for extended professional study (library school) does not affect the benefit allowance, nor does a leave resulting from an injury received while on duty at the Library.

E. Leaves of absence shall not exceed one (1) year. Such temporarily vacant positions will be filled for the period of the leave only, if possible. However, no guarantee will be given that an employee shall be assigned to the same position upon return to work. Position and date of return from a leave will depend upon the needs of the Library.

F. Failure to return to duty at the end of the leave period will terminate library employment.

G. During a leave of absence without pay, an employee will continue to accrue seniority for purposes of promotion, layoff and recall.

H. FMLA Leave.

1. An employee who has worked 1,250 hours in the immediately preceding twelve (12) months and has been employed with the Library for a minimum of twelve (12) months is entitled to twelve (12) weeks leave under the Family and Medical Leave Act ("FMLA leave") in any of the following circumstances:

(a) Family Leave

(i) At the birth of a child;

(ii) At the adoption or placement of a child into foster care;

(b) Qualifying Exigency Leave

(i) When a covered military family member is notified of a deployment of seven (7) or less days, the employee may take up to seven (7) days of leave for any

reason related to that deployment. The seven (7) days begins to run when the covered family member is provided the short-notice deployment.

(ii) The employee may take leave to attend any official ceremony, program or event sponsored by the military, and to attend family support and assistance programs and information briefings sponsored by the military, military service organizations or the American Red Cross.

(iii) The employee may take leave to arrange for child care or attend school functions of the son or daughter of a covered military family member related to the active duty of a covered military family member, including leave to (a) arrange for alternative school or childcare; (b) provide childcare on an urgent, immediate need (not regular) basis; (c) enroll or transfer a child in a new school or day care facility; or (d) attend meetings with school or day care staff regarding discipline, parent-teacher conferences or school counseling.

(iv) The employee may take leave to make or update financial or legal arrangements to address the covered military family member's absence while on active duty/call to active duty, such as preparing or executing a will or powers of attorney, transferring bank account signature authority, obtaining military identification cards or securing military service benefits such as enrollment in the Defense Enrollment Eligibility Reporting System (DEERS).

(v) The employee may take leave to attend counseling by a non-health care provider. Leave is available when the counseling is needed by the employee, the covered military member or the son or daughter of the covered military member; provided, however, that the counseling arises from active duty service or a call to active duty.

(vi) The employee may take up to five (5) days leave to spend time with a covered military member on rest and recuperation leave during a period of deployment.

(vii) The employee may take leave to attend ceremonies incident to the return of the covered military family member, including arrival ceremonies, reintegration briefings and events and any other official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status. The employee may also take leave to address issues arising from the death of a covered military family member, such as meeting and recovering the body or making funeral arrangements.

(viii) The employee may take leave which arises out of a covered military member's call or service to active duty/contingency operation; provided, however, that the Library and the employee must agree on coverage, timing and duration of the leave.

(c) Medical Leave

(i) To care for an immediate family member with a serious health condition;

(ii) In the event that the employee has a serious health condition that makes the employee unable to perform the functions of his/her position.

(d) Service Member Family Leave. Eligible employees can take up to twenty-six (26) weeks of leave in a single twelve (12) month period because their spouse, child, parent or next of kin (nearest blood relative) is seriously ill or injured as a result of serving on active duty in the Armed Forces.

2. Nothing in this Article shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the FMLA. A copy of the Library's FMLA leave policy may be obtained from the Administration Office, the Union Executive Board Member or each unit.

3. The Library will continue to pay the Library's portion of the employee's health care and life insurance plan during FMLA leave. The employee is required to pay the employee's premium contribution seven (7) days before the end of a month in which the employee is not on the active payroll. An employee who does not return to work at the end of the leave will be required to repay the premiums paid by the Library to retain the employee's health care and life insurance during the unpaid portion of the leave unless the reason the employee does not return to work is due to the continuation, recurrence, or onset of a serious health condition which would otherwise entitle the employee to FMLA leave or other circumstances occur which are beyond the employee's control.

#### Article XXV: Paid Time Off (PTO)

A. General. Effective January 1997, the Library converted vacation days, personal leave days and floating holidays (i.e., Martin Luther King Day, Presidents' Day, Columbus Day and Veterans Day) into paid time off (PTO). All references in this Agreement to vacation time, personal leave and floating holidays would apply to PTO.

1. PTO balances shall be printed on each employee's pay stub.
2. PTO accumulation may not exceed 1.5 times the earned yearly amount.

B. Accrual. Employees earn PTO from the first day of employment and are credited with PTO for hours compensated, except for premium and/or overtime hours, at the following rate:

1. Full-time professional librarians earn PTO at the rate of twenty-six (26) days (199.2 hours) per year, or 7.66 hours per pay period, or .1008 hours per hour compensated.
2. All nonprofessional full-time employees, including Library Associates, earning twenty-five (25) days (191.6 hours) of PTO per year, or 7.37 hours per pay period, or .097 hours per hour compensated, or twenty-six (26) days (199.2 hours) of PTO per year, or 7.66 hours per pay period, or .1008 hours per hour compensated, as of April 1, 1990, will continue to accrue PTO at the same rate as accrued on April 1, 1990.

3. Full-time Library Associate Is and Library Associate IIs hired after April 1, 1990 earn PTO at the rate of twenty-four (24) days (184 hours) per year or 7.08 hours per pay period, or .0931 hours per hour compensated.

4. All other full-time and part-time employees hired after April 1, 1990 earn PTO at the following rates:

<u>During the:</u>	<u>Employees Earn PTO at the Rate of:</u>
1st through 5th years of full-time equivalent (FTE*) service:	.0546 hours per hour compensated
6th year of FTE* service:	.0739 hours per hour compensated
7th year of FTE* service:	.0778 hours per hour compensated
8th year of FTE* service:	.0816 hours per hour compensated
9th year of FTE* service:	.0854 hours per hour compensated
10th year of FTE* service:	.0893 hours per hour compensated
11th year of FTE* service	.0931 hours per hour compensated

\* Full-time equivalency equals 1,976 hours compensated (38 hours per week x 52 weeks).

5. Part-time employees will receive an additional year's credit of PTO service for every 1,976 hours of work compensated at the time such accrual is attained.

6. PTO for new employees will be accrued at the date of hire. Employees cannot take PTO until the first full year of employment is completed, except as otherwise provided in Section C below. Employees leaving employment before the end of the first year of employment forfeit earned PTO.

C. Use.

1. No more than sixteen (16) hours of accrued PTO for new full-time employees and eight (8) hours of accrued PTO for new part-time employees may be taken during the first six (6) months of employment. New full-time employees may also use up to thirty-eight (38) additional hours of accrued PTO (nineteen (19) additional hours for part-time employees) after the first six (6) months of employment.

2. PTO time will be scheduled in one (1) hour increments up to full day segments.

3. When the Library remains open during extreme weather conditions, an employee may use PTO to cover an absence or tardiness, or to leave early. The employee will notify her/his supervisor as soon as practicable of the need for such PTO.

4. An employee terminating employment with sufficient notice in accordance with Article XVI will be paid for all unused, accumulated PTO. An employee using more than earned PTO before separation from employment will have excess time used deducted from her/his final pay.

D. Requests. Needs of the Library and employee seniority will be criteria for approval/refusal of PTO requests.

1. From February 1 through February 15, and from August 1 through August 15 of each year, employees may request PTO leave for the six (6) month periods beginning May 1 through October 31 and beginning November 1 through April 30, respectively. Approval of such requests shall be subject to the needs of the Library.

2. Once a full-time employee or a part-time employee on a pro-rata basis, has accrued one (1) week of PTO, the employee may choose to work during one (1) week of her/his accrued PTO, and receive her/his regular compensation for such week, in addition to PTO pay. No more than one (1) week of accrued PTO per calendar year for a full-time employee and one (1) week on a pro-rata basis per calendar year for a part-time employee may be used under this option.

3. The PTO payout under this option shall be requested at least thirty (30) calendar days in advance of the pay period during which it occurs. If an employee desires to receive a separate check (direct deposit does not apply) for this payout, the request must be received by:

<u>Request Deadline:</u>	<u>Payout by:</u>
August 15	September 30
February 15	March 31

4. If an employee receives a Health Bonus or Health Waiver payment, the PTO payout will be combined with said bonus or waiver.

5. A new employee may not request a payout of PTO under this option during the first year of employment.

6. In the case of conflicting PTO requests of two (2) or more persons in the same department or branch, the employees involved in the conflict are encouraged to resolve the conflict. If the conflict cannot be resolved between the employees involved, the conflicting requests shall be granted on the basis of seniority beginning with the most senior employee and rotating down the list each six (6) month period.

That is, with the first conflicting bid in the six-month period, the most senior employee involved with the conflicting bid will receive her/his PTO requests for the entire six-month period. Thereafter, that most senior employee involved with the conflicting bid is placed at the bottom of the PTO list.

With the next conflicting bid, the next most senior employee involved with the conflicting bid receives her/his PTO bid and then she/he, too, is rotated to the bottom of the list. This will result in the most senior employee involved in the first conflicting bid moving up to second from the bottom of the rotating list, unless there are additional conflicts. If there are no further conflicting bids, the list does not rotate. This will result (per the above example) in the two (2) most senior employees involved in conflicting bids remaining at the bottom of the list until another conflict arises.

However, employees requesting PTO of one (1) week or more periods at a time will be given preference over employees requesting less than one (1) week PTO, regardless of seniority. An employee who fails to submit a request for PTO during these two (2) periods of the year forfeits seniority rights with respect to those requests that have been granted during these request periods.

7. PTO requests of any amount of time submitted before or during the semi-annual request period will be approved or denied by the supervisor by the first of the month following the end of the request period.

8. PTO may be requested at times other than those named above and may be approved or denied at the discretion of the Library. PTO for periods of five (5) consecutive working days or more, or PTO of one (1) full day or more scheduled in conjunction with a paid holiday, excluding Sundays, shall be requested at least thirty (30) calendar days in advance. Such requests will be approved or denied by the supervisor within two (2) weeks of the submission of the request. PTO for periods of less than five (5) consecutive working days, excluding Sundays, shall be requested at least seventy-two (72) hours in advance. Such requests will be approved or denied by the supervisor within one (1) week of the submission of the request.

9. If an employee wishes to change her/his PTO from that granted under the bid system, changes in her/his PTO schedules may be made at the discretion of the Library.

#### Article XXVI: Other Time Off

##### A. Bereavement Leave.

1. Employees are entitled to a maximum of three (3) days paid bereavement leave for the death of a child, spouse, sibling, parent or parent-in-law, grandparent, grandchild, for the death of a current step family member in the relationships listed in this Section 1, or for the death of any other person living in the employee's immediate household.

2. In the event of a death during an employee's PTO, the amount of time outlined above will be converted to bereavement leave and added to the PTO.

3. An employee may use up to four (4) days of PTO to supplement the paid bereavement leave permitted in this Section, subject to the needs of the Library. The thirty (30) day notification requirement for the use of five (5) days or more of PTO used in conjunction with bereavement leave will be waived.

B. Jury Duty. When an employee is called to serve on a jury, the Library will allow the time off work and pay that person his/her regular wages for the day(s). Any compensation received by the employee from the court will be given to the Library with any allowance paid for mileage being retained by the employee. The employee must furnish a certificate of jury duty.

C. Military Leave. Library policy concerning military leave follows federal and state laws.

#### Article XXVII: Other Employee Benefits

A. Insurance.

1. The Library will make available a health care program with employee only, employee/spouse, employee/children, and family coverage options, for which full-time employees may apply. Starting on July 1, 2015, the Library will make available a health care program with an employee only coverage option for which part-time employees who the Library is statutorily required to make available health care coverage may apply. Part-time employees who become eligible for health care coverage will remain eligible for coverage for only so long as the Library is statutorily required to make available health care coverage to them.

2. From July 1, 2012 forward, the Library will offer all bargaining unit employees eligible under Section 1 above insurance coverage through a plan of its choosing. The Library will consider the recommendations of the Healthcare Committee.

3. Employees participating in the plan will contribute toward the payment of premiums on the following basis, twenty percent (20%) of the premium for employee only coverage and twenty-five percent (25%) of the premium for all other coverages, not to exceed the following caps:

	Through <u>06/30/2014</u>	07/01/2014 – <u>06/30/2015</u>	07/01/2015 – <u>06/30/2016</u>	07/01/2016 – <u>03/31/2017</u>
Employee only	\$201/mo.	\$201/mo.	\$201/mo.	\$241/mo.
Employee/spouse	\$552/mo.	\$552/mo.	\$552/mo.	\$662/mo.
Employee/children	\$424/mo.	\$424/mo.	\$424/mo.	\$509/mo.
Family	\$775/mo.	\$775/mo.	\$775/mo.	\$930/mo.

(a) The monthly coverage contribution for a full-time employee whose most recent date of hire is before April 1, 2014, will not exceed the percentages of the employee's gross amount of monthly compensation by fourteen percent (14%) from April 1, 2014 through March 31, 2017. For this purpose, gross amount of monthly compensation will mean the employee's current hourly rate multiplied by 1,976 hours and divided by twelve (12).

(b) Part-time employees eligible under Section 1 above electing employee only health care coverage will contribute toward the payment of premiums on the same basis as described above, as permitted by law. In addition, eligible part-time employees may elect employee/spouse, employee/children, or family coverage, but they will be charged the difference between the full premiums for the option they select and the Library's employee only coverage option plus their contribution for the Library's employee only coverage. For example, if the Library's employee only coverage option has a full premium of \$900 per month and the Library's family coverage option has a full premium of \$2,800 per month, an eligible part-time employee selecting the Library's family coverage option would pay the difference between the Library's family and employee only coverage options, or \$1,900 per month, plus 20% of the Library's employee only option, or \$180 per month, for a total contribution of \$2,080 per month.

(c) Employee health contribution payments shall be made through biweekly payroll deductions, and shall not exceed two pays per month.

(d) Full-time employees eligible for health care coverage who elect at the annual enrollment period to waive health care coverage shall receive an annual payment of \$500 during the last month of that health plan fiscal year. The election must be made in writing to the Administration Office no later than forty-five (45) days before the health plan fiscal year begins, or such other time as the Library may require. For example, if the health plan year begins on July 1, 2011, election to waive coverage must be made by May 15, 2011, and the annual payment will be made during June 2012. New hires will not be eligible to elect a waiver bonus until the first annual enrollment period designated by the carrier after the date of employment of such new hires. The Library will process health care waivers as a separate pay.

(e) Nothing in this Section shall be construed to relinquish, restrict, or otherwise limit the Library's rights, entitlements, and obligations under the federal Patient Protection and Affordable Care Act, or any other federal or state law.

4. For employees eligible for health insurance coverage under Section A.1 of this Article XXVII, the Library will pay premiums for a \$20,000 term life insurance policy which, for new hires, will have the same effective date as the health insurance.

5. Under Ohio workers' compensation laws, employees may be eligible for compensation for injuries sustained while on duty and which require medical attention.

B. Retirement Fund. Library employees are covered by the Public Employees Retirement System of Ohio (OPERS) rather than Social Security and are eligible for coverage under regulations established by OPERS. The total compensation payable by the Library to each employee in any pay period will be reduced by the amount payable by the Library to OPERS on behalf of the employee as a pick-up amount.

C. Financial Institution. Employees may elect to have payroll deductions for participation in a financial institution.

D. Employee Assistance Program. The Library Board of Trustees will offer an employee assistance program for all employees to be evaluated annually. The Library will submit quarterly reports on utilization, upon receipt from the provider, to the Union Executive Board Member and the Library will publicize the program at least quarterly.

E. Certification. The Library will pay the state certification fees for Librarians, upon presentation of the appropriate documentation.

F. Section 125 Plan. The Library will make available a Section 125 plan, which will permit employees to pay their healthcare, dental and vision insurance premiums on a pre-tax basis. The Library will offer employees a dental insurance plan and a vision insurance plan, both of which will be employee-paid, but which payments will be eligible to go through the Section 125 plan.

#### Article XXVIII: Healthcare Committee

A. The Healthcare Committee will include three (3) representatives designated by the Union, two (2) representatives designated by the Library, and one (1) non-supervisory employee of the Library who is not a member of the bargaining unit, designated by the Library. The Library will provide released time for mutually scheduled meetings, and if an employee was scheduled to work during such meetings, the employee will be compensated for such released time. Union participation in the Healthcare Committee shall not be construed to be a waiver of the Union's right to negotiate with respect to changes, if any, in healthcare benefits as provided in this Agreement.

B. The Healthcare Committee will meet at mutually agreed times to explore group health insurance plan alternatives and tiers and cost containment measures. The Healthcare Committee will submit its recommendations annually on these matters to the Union and the Library not later than ninety (90) days prior to the expiration of a plan year.

C. Should the Healthcare Committee determine to recommend modification, deletion or replacement of any insurance benefits, such recommendations will be subject to negotiations between the Union and the Library.

#### Article XXIX: Health and Safety

A. The Library agrees to provide a reasonably safe and healthful workplace free from recognized hazards that are causing or likely to cause death or serious physical harm.

B. In the course of performing regularly assigned duties, employees may observe certain practices and equipment, as well as environmental conditions, that may present safety or health hazards. Employees may report such practices, equipment and conditions to a supervisor.

If an employee is reasonably concerned regarding a safety or health issue, the employee may approach a supervisor with a Union delegate to bring such concerns to the Library's attention. If the supervisor and the Union delegate agree that the employee should not continue the

work in question, the employee shall not continue such work and the supervisor may assign different work, which the employee shall perform.

Any employee who must be given different work because of a health and safety hazard will not be paid at a lower rate as a result.

C. Asbestos. The Library shall give the Union and all affected staff reasonable notice, prior to any asbestos abatement or removal in any Library property which is in or near working areas of bargaining unit employees. The Library shall provide the Union with the results of air quality tests, if any, taken either immediately prior to or immediately following asbestos abatement or removal, unless such tests are taken either in connection with an investigation or administrative proceeding with a municipal, county, state or federal government agency, or in connection with ongoing or potential litigation.

D. Drug and Alcohol Abuse Policy. The Library has a firm commitment to its employees and the communities it serves to provide a safe, secure and drug-free environment in which to work. Alcohol and illegal drug use constitutes a potential danger to the security and welfare of the Library's patrons and all of its employees, and it exposes the Library to the risk of property loss or damage. The Library and the Union have agreed to a Drug and Alcohol Abuse Policy, which will be given to all employees and will be available in the Administration Office.

#### Article XXX: Labor/Management Committee

The Library and the Union will participate in a Labor/Management Committee. The established structure and guidelines will be determined by the Labor/Management Committee.

#### Article XXXI: Waiver of Negotiations

The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited opportunity to make proposals with respect to any subject not removed by law from collective bargaining, and that all agreements arrived at by the parties after their exercise of such opportunity are set forth in this Agreement.

Accordingly, for the life of this Agreement, each party voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to or covered in this Agreement.

#### Article XXXII: Negotiation Procedures

A. The negotiations 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.

B. Either the Library or the Union may initiate negotiations by letter, at least sixty (60) days prior to the reopening or expiration date of this Agreement. At that time, the Library and the Union will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the impasse procedures identified in this contract will be employed in place of procedures alternatively provided in Ohio Revised Code Sections 4117.10, 4117.14 and related sections.

C. If either party determines that differences of position are so substantial that further negotiations may not produce a satisfactory agreement, or in the event no agreement has been reached prior to the expiration date of the present Agreement, either party may request the Federal Mediation and Conciliation Service to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement.

D. If after thirty (30) days from the first meeting with a federal mediator, the Union believes that negotiations cannot be resolved through the procedure outlined above, the Union may engage in a strike upon ten (10) days prior written notice to the Library and to SERB; provided, however, that a strike may not commence prior to the expiration of any collective bargaining agreement or extension thereof.

In the event of a work stoppage, the Library shall have such rights and remedies as are afforded to a public employer by virtue of the laws of the State of Ohio.

E. If the parties agree to an Interest-Based Bargaining (IBB) format in negotiations subsequent to this Agreement, they may negotiate ground rules that supersede these procedures.

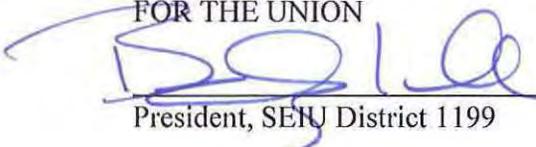
#### Article XXXIII: Duration

This Agreement, effective as of April 1, 2014 will continue in full force and effect without change until Midnight of March 31, 2017. If either party desires to amend or terminate this Agreement, it will at least sixty (60) days prior to Midnight of March 31, 2017 give written notice of the termination or amendment. If neither party will give notice to terminate or amend this Agreement as provided above, this Agreement will continue in effect from year to year after Midnight of March 31, 2017, subject to termination or amendment by either party on at least sixty (60) days written notice prior to Midnight of March 31 of any subsequent year.

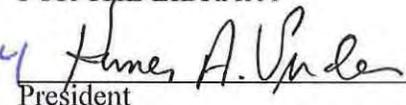
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the first day of April, 2014.

FOR THE UNION

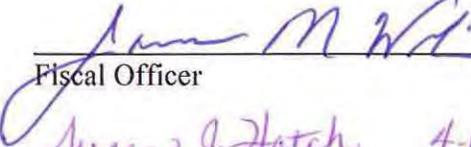
FOR THE LIBRARY

  
President, SEU District 1199

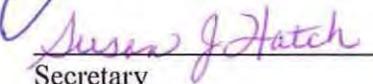
5-15-14  
Date

  
President

4/17/14  
Date

  
Fiscal Officer

4/17/14  
Date

  
Secretary

4-17-2014  
Date

Appendix A: Salary Scale Effective April 1, 2014

**Lorain Public Library System  
Lorain, Ohio  
UNION SALARY SCALE: April 1, 2014 YEAR 1**

Position	Grade No.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
			<u>1 Year</u>	<u>2 Years</u>	<u>2 Years</u>	<u>2 Years</u>								
Library Aide	UA		15,745	15,745	16,142	16,615	17,098	17,601	18,115	18,649	19,196	19,760		
Housekeeper		\$ 7,968	\$ 7,968	\$ 8,169	\$ 8,408	\$ 8,653	\$ 8,907	\$ 9,168	\$ 9,438	\$ 9,715	\$ 10,000			
Custodian	UB												24,097	
													\$ 12,195	
Delivery Aide	UC	19,721	20,313	20,923	21,550	22,198	22,864	23,550	24,256	24,984	25,732	26,507		
		\$ 9,980	\$ 10,280	\$ 10,589	\$ 10,906	\$ 11,234	\$ 11,571	\$ 11,918	\$ 12,275	\$ 12,644	\$ 13,022	\$ 13,414		
			<u>1 Year</u>	<u>2 Years</u>	<u>2 Years</u>	<u>2 Years</u>								
Library Assistant	UE	23,285	23,983	24,703	25,446	26,207	26,994	27,804	28,638	29,499	30,383	31,294	32,232	
		\$ 11,784	\$ 12,137	\$ 12,502	\$ 12,878	\$ 13,263	\$ 13,661	\$ 14,071	\$ 14,493	\$ 14,929	\$ 15,376	\$ 15,837	\$ 16,312	
Library Specialist/ Maintenance Worker	UG1	27,676	28,506	29,361	30,241	31,149	32,082	33,045	34,038	35,058	36,110	37,195	38,308	
		\$ 14,006	\$ 14,426	\$ 14,859	\$ 15,304	\$ 15,764	\$ 16,236	\$ 16,723	\$ 17,226	\$ 17,742	\$ 18,274	\$ 18,823	\$ 19,387	
Computer Technician	UG2	28,783	29,645	30,536	31,453	32,395	33,368	34,369	35,399	36,461	37,554	38,683	39,844	
		\$ 14,566	\$ 15,003	\$ 15,453	\$ 15,918	\$ 16,394	\$ 16,887	\$ 17,393	\$ 17,914	\$ 18,452	\$ 19,005	\$ 19,576	\$ 20,164	
Computer Network Specialist	UG3	29,934	30,833	31,757	32,708	33,691	34,702	35,742	36,815	37,918	39,058	40,230	41,436	
		\$ 15,149	\$ 15,604	\$ 16,071	\$ 16,553	\$ 17,050	\$ 17,562	\$ 18,088	\$ 18,631	\$ 19,189	\$ 19,766	\$ 20,359	\$ 20,970	
			<u>1 Year</u>	<u>1 Year</u>	<u>2 Years</u>	<u>2 Years</u>	<u>2 Years</u>							
Library Associate I	UH	30,697	31,615	32,563	33,543	34,550	35,584	36,651	37,750	38,884	40,051	41,252	42,490	43,763
		\$ 15,535	\$ 15,999	\$ 16,479	\$ 16,975	\$ 17,485	\$ 18,008	\$ 18,548	\$ 19,104	\$ 19,678	\$ 20,269	\$ 20,877	\$ 21,503	\$ 22,147
Library Associate II	UI	34,102	35,125	36,180	37,265	38,382	39,535	40,721	41,942	43,199	44,498	45,831	47,207	48,623
		\$ 17,258	\$ 17,776	\$ 18,310	\$ 18,859	\$ 19,424	\$ 20,008	\$ 20,608	\$ 21,226	\$ 21,862	\$ 22,519	\$ 23,194	\$ 23,890	\$ 24,607
Librarian	UJ	37,947	39,088	40,259	41,469	42,712	43,994	45,314	46,672	48,071	49,514	51,002	52,529	54,107
		\$ 19,204	\$ 19,781	\$ 20,374	\$ 20,986	\$ 21,615	\$ 22,264	\$ 22,932	\$ 23,619	\$ 24,327	\$ 25,058	\$ 25,811	\$ 26,584	\$ 27,382

Notes:

- 1) Library Assistant whose regular assignment is to drive the Bookmobile will receive an additional \$0.50 per hour.
- 2) Step increases are effective April 1, 2014.

Appendix B: Salary Scale Effective April 12, 2015

**Lorain Public Library System**  
**Lorain, Ohio**  
**UNION SALARY SCALE: April 12, 2015 YEAR 2**

Position	Grade No.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Library Aide	UA		15,982	15,982	16,385	16,863	17,355	17,865	18,389	18,930	19,485	20,056		
Housekeeper		\$ 8,088	\$ 8,088	\$ 8,292	\$ 8,534	\$ 8,783	\$ 9,041	\$ 9,306	\$ 9,580	\$ 9,861	\$ 10,150			
Custodian	UB												24,459	
													\$ 12,378	
Delivery Aide	UC	20,017	20,618	21,238	21,874	22,532	23,208	23,904	24,619	25,360	26,117	26,903		
		\$ 10,130	\$ 10,434	\$ 10,748	\$ 11,070	\$ 11,403	\$ 11,745	\$ 12,097	\$ 12,459	\$ 12,834	\$ 13,217	\$ 13,615		
Library Assistant	UE													
		\$ 11,961	\$ 12,319	\$ 12,690	\$ 13,071	\$ 13,462	\$ 13,866	\$ 14,282	\$ 14,710	\$ 15,153	\$ 15,607	\$ 16,075	\$ 16,557	
Library Specialist/ Maintenance Worker	UG1	28,091	28,933	29,802	30,695	31,616	32,564	33,541	34,548	35,584	36,651	37,751	38,884	
		\$ 14,216	\$ 14,642	\$ 15,082	\$ 15,534	\$ 16,000	\$ 16,480	\$ 16,974	\$ 17,484	\$ 18,008	\$ 18,548	\$ 19,105	\$ 19,678	
Computer Technician	UG2	29,213	30,091	30,994	31,926	32,881	33,869	34,884	35,930	37,009	38,117	39,263	40,441	
		\$ 14,784	\$ 15,228	\$ 15,685	\$ 16,157	\$ 16,640	\$ 17,140	\$ 17,654	\$ 18,183	\$ 18,729	\$ 19,290	\$ 19,870	\$ 20,466	
Computer Network Specialist	UG3	30,383	31,296	32,233	33,199	34,197	35,222	36,277	37,366	38,487	39,643	40,832	42,059	
		\$ 15,376	\$ 15,838	\$ 16,312	\$ 16,801	\$ 17,306	\$ 17,825	\$ 18,359	\$ 18,910	\$ 19,477	\$ 20,062	\$ 20,664	\$ 21,285	
Library Associate I	UH													
		\$ 15,768	\$ 16,239	\$ 16,726	\$ 17,230	\$ 17,747	\$ 18,278	\$ 18,826	\$ 19,391	\$ 19,973	\$ 20,573	\$ 21,190	\$ 21,826	\$ 22,479
Library Associate II	UI	34,614	35,653	36,724	37,825	38,957	40,129	41,332	42,571	43,847	45,165	46,519	47,914	49,353
		\$ 17,517	\$ 18,043	\$ 18,585	\$ 19,142	\$ 19,715	\$ 20,308	\$ 20,917	\$ 21,544	\$ 22,190	\$ 22,857	\$ 23,542	\$ 24,248	\$ 24,976
Librarian	UJ	38,516	39,674	40,864	42,091	43,351	44,654	45,993	47,371	48,791	50,258	51,767	53,318	54,919
		\$ 19,492	\$ 20,078	\$ 20,680	\$ 21,301	\$ 21,939	\$ 22,598	\$ 23,276	\$ 23,973	\$ 24,692	\$ 25,434	\$ 26,198	\$ 26,983	\$ 27,793

Notes:

- 1) Library Assistant whose regular assignment is to drive the Bookmobile will receive an additional \$0.50 per hour.
- 2) Steps are effective with the first full pay period of April, with no step increases for 2015.

Appendix C: Salary Scale Effective April 10, 2016

**Lorain Public Library System**  
**Lorain, Ohio**  
**UNION SALARY SCALE: April 10, 2016 YEAR 3**

Position	Grade No.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
			<u>1 Year</u>	<u>2 Years</u>	<u>2 Years</u>	<u>2 Years</u>								
Library Aide	UA		16,221	16,221	16,630	17,116	17,616	18,134	18,665	19,215	19,778	20,357		
Housekeeper		\$ 8,209	\$ 8,209	\$ 8,416	\$ 8,662	\$ 8,915	\$ 9,177	\$ 9,446	\$ 9,724	\$ 10,009	\$ 10,302			
Custodian	UB												24,826	
													\$ 12,564	
Delivery Aide	UC	20,317	20,928	21,556	22,202	22,870	23,556	24,261	24,988	25,741	26,508	27,306		
		\$ 10,282	\$ 10,591	\$ 10,909	\$ 11,236	\$ 11,574	\$ 11,921	\$ 12,278	\$ 12,646	\$ 13,027	\$ 13,415	\$ 13,819		
			<u>1 Year</u>	<u>2 Years</u>	<u>2 Years</u>	<u>2 Years</u>								
Library Assistant	UE	23,989	24,708	25,451	26,216	27,000	27,810	28,644	29,504	30,391	31,302	32,240	33,207	
		\$ 12,140	\$ 12,504	\$ 12,880	\$ 13,267	\$ 13,664	\$ 14,074	\$ 14,496	\$ 14,931	\$ 15,380	\$ 15,841	\$ 16,316	\$ 16,805	
Library Specialist/ Maintenance Worker	UG1	28,512	29,367	30,249	31,156	32,090	33,053	34,045	35,066	36,117	37,200	38,319	39,467	
		\$ 14,429	\$ 14,862	\$ 15,308	\$ 15,767	\$ 16,240	\$ 16,727	\$ 17,229	\$ 17,746	\$ 18,278	\$ 18,826	\$ 19,392	\$ 19,973	
Computer Technician	UG2	29,652	30,541	31,458	32,404	33,375	34,376	35,408	36,469	37,564	38,688	39,852	41,047	
		\$ 15,006	\$ 15,456	\$ 15,920	\$ 16,399	\$ 16,890	\$ 17,397	\$ 17,919	\$ 18,456	\$ 19,010	\$ 19,579	\$ 20,168	\$ 20,773	
Computer Network Specialist	UG3	30,839	31,766	32,717	33,697	34,710	35,750	36,821	37,927	39,064	40,237	41,445	42,690	
		\$ 15,607	\$ 16,076	\$ 16,557	\$ 17,053	\$ 17,566	\$ 18,092	\$ 18,634	\$ 19,194	\$ 19,769	\$ 20,363	\$ 20,974	\$ 21,604	
			<u>1 Year</u>	<u>2 Years</u>	<u>2 Years</u>	<u>2 Years</u>								
Library Associate I	UH	31,626	32,570	33,547	34,556	35,594	36,659	37,757	38,892	40,059	41,263	42,500	43,774	45,084
		\$ 16,005	\$ 16,483	\$ 16,977	\$ 17,488	\$ 18,013	\$ 18,552	\$ 19,108	\$ 19,682	\$ 20,273	\$ 20,882	\$ 21,508	\$ 22,153	\$ 22,816
Library Associate II	UI	35,133	36,188	37,275	38,392	39,542	40,731	41,952	43,209	44,505	45,843	47,217	48,633	50,094
		\$ 17,780	\$ 18,314	\$ 18,864	\$ 19,429	\$ 20,011	\$ 20,613	\$ 21,231	\$ 21,867	\$ 22,523	\$ 23,200	\$ 23,895	\$ 24,612	\$ 25,351
Librarian	UJ	39,093	40,269	41,476	42,723	44,002	45,324	46,683	48,082	49,523	51,012	52,544	54,119	55,743
		\$ 19,784	\$ 20,379	\$ 20,990	\$ 21,621	\$ 22,268	\$ 22,937	\$ 23,625	\$ 24,333	\$ 25,062	\$ 25,816	\$ 26,591	\$ 27,388	\$ 28,210

Notes:

- 1) Library Assistant whose regular assignment is to drive the Bookmobile will receive an additional \$0.50 per hour.
- 2) Steps are effective with the first full pay period of April, with no step increases for 2016.

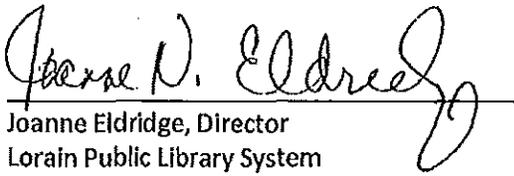
From: Joanne Eldridge, Director

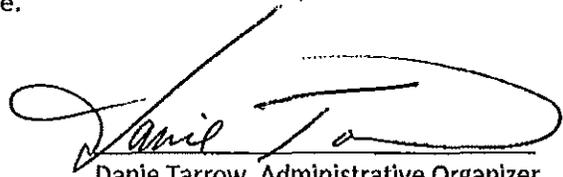
To: Danie Tarrow, SEIU District 1199 Administrative Organizer

Date: March 31, 2014

Subject: Pay Periods/Paydays

The Library agrees to provide an alternative for those current employees who are unable to have a banking account for the direct depositing of their pay checks. Employees who need to take advantage of the alternative should see someone in the Fiscal Office.

  
Joanne Eldridge, Director  
Lorain Public Library System

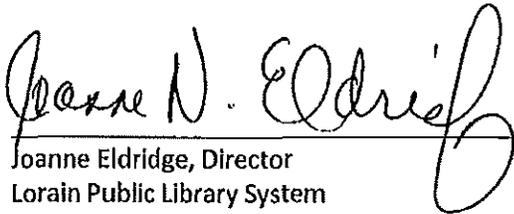
  
Danie Tarrow, Administrative Organizer  
SEIU 1199

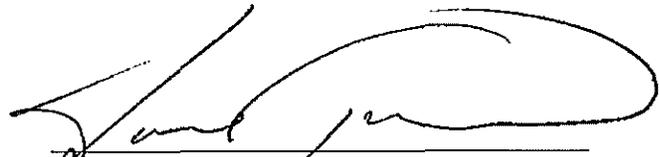
To: Labor – Management Committee  
From: Joanne Eldridge and Jim Leonard  
Date: March 31, 2014  
Subject: Labor-Management Committee Procedures

During negotiations of the current collective bargaining agreement, the bargaining teams for both the Library and the Union expressed a desire to improve the procedures that the Labor-Management Committee uses. Both bargaining teams expressed an interest to make the meetings of the Labor-Management Committee more efficient and meaningful to address the issues that are brought forth.

The bargaining committees request the Labor-Management Committee consider the following:

1. Revise the Committee's meetings from monthly to bi-monthly or quarterly.
2. Ensure that each side have enough trained members so that training can be less frequent.
3. Review and get commitment to the Labor-Management Committee's Organizational Structure from all committee members.

  
Joanne Eldridge, Director  
Lorain Public Library System

  
Jim Leonard, Executive Board Member  
SEIU 1199