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AGREEMENT BETWEEN

**BOARD OF TRUSTEES,
CUYAHOGA COUNTY PUBLIC LIBRARY**

AND

**SERVICES EMPLOYEES INTERNATIONAL UNION, DISTRICT 1199, WV/KY/OH,
THE HEALTHCARE AND SOCIAL SERVICE UNION/CUYAHOGA COUNTY
LIBRARY UNION**



July 1, 2014 – March 31, 2017

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CUYAHOGA COUNTY PUBLIC LIBRARY
AND
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THE HEALTHCARE AND SOCIAL SERVICE UNION/CUYAHOGA COUNTY
LIBRARY UNION**

**July 1, 2014 – March 31, 2017
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PREAMBLE

Parties to Agreement. This Agreement is entered into between Cuyahoga County Public Library, hereinafter referred to as the "Library," and Services Employees International Union, District 1199, WV/KY/OH, The Healthcare and Social Service Union/Cuyahoga County Library Union, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties. Unless specified to the contrary, all references herein to "Executive Director" include the Executive Director or designee.

INTENT AND PURPOSE

It is the intent and purpose of this Agreement to set forth the understanding between the parties as to the terms and conditions of employment for members of the bargaining unit. Through this Agreement, the parties desire to further the Library's mission of providing the best possible library service. Toward that end, they strive to maintain an atmosphere of professionalism as well as mutual cooperation, dignity and respect.

ARTICLE I

RECOGNITION

A. Recognition. The Board of Trustees hereby recognizes Cuyahoga County Library Union/1199 (also known as SEIU District 1199) as successor organization to Cuyahoga County Library Union/1199 as the sole and exclusive bargaining representative for members of the bargaining unit defined below. This recognition shall be for the purpose of negotiating about wages, fringe benefits, and terms or conditions of employment, except those matters set forth in Article V(A) and in R.C. § 4117.08.

B. Scope of Bargaining Unit. The bargaining unit shall consist of all employees of the Cuyahoga County Public Library employed on a full-time or part-time (at least 16 hours per week) basis, excluding supervisory, managerial, and confidential employees, and excluding seasonal, temporary, and casual employees. Also excluded are secretarial support job titles at Administration and all Human Resources Division job titles and student Pages. The Library shall not, on and after the effective date of this Agreement, hire employees in bargaining unit job titles other than pages for scheduled work hours between sixteen (16) hours per week and twelve (12) hours per week.

C. Part-time Employment. Part-time employees shall have all fringe benefits to which they are entitled prorated on the basis of the percentage of the hours each individual works compared to a full-time schedule of forty (40) hours per week. Such employees shall not be eligible for any fringe benefits other than those mandated by law.

D. Challenges to Recognition. Challenges to recognition will be conducted in accordance with R.C. § 4117.05.

E. Indemnification. The Board agrees to hold the Union harmless in any suit, claim or administrative proceeding arising out of or connected with the exclusion of certain job titles from the bargaining unit, to indemnify the Union for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide full and adequate legal defense for the Union in any such suit, claim or administrative proceeding, and to reimburse the Union for any and all expenses incurred by the Union in any such suit, claim or administrative proceeding, including court costs.

F. Successorship. This agreement shall be binding and inure to the benefit of each of the parties hereto.

In the event that the control of the operations or facilities of the Board transfers to another entity, the successor entity shall be bound by this agreement and be required to recognize the Union with respect to the facilities and bargaining unit personnel of the Board at the time of completion of such transaction.

The Union shall be given written notice of such transactions no later than thirty (30) days prior to the consummation of same.

This provision may be enforced in any court of competent jurisdiction in a civil action for legal and/or equitable relief without resort to the grievance procedure.

G. Pages.

1. For purposes of this Agreement only, only persons who are employed as bargaining unit Pages in Cuyahoga County Public Library as of April 1, 2011 shall be members of the bargaining unit. All other persons employed as Pages, regardless of their date of hire or number of hours worked, shall not be members of the bargaining unit. When, as a result of attrition, retirement or otherwise, no bargaining unit Page remains employed by the Library, references to the job title of Page shall be removed from the Agreement. It is understood and agreed that bargaining unit Pages may be assigned additional duties as needed, including duties that are primarily performed by other job titles, such as shelving holds, sorting delivery, enrolling customers in special programs, and clean up and/or setup of programs.

2. During the term of this Agreement, if the Library continues to employ any bargaining unit Pages, then it will not employ non-bargaining unit Pages for scheduled work hours of sixteen (16) or more per week.

H. Newly Created Job Titles. The Library will inform the Union of a newly created title prior to posting it and will inform whether the title is in the bargaining unit or not. If the Union disputes exclusion of a job title from the bargaining unit, the Union may challenge the Library's decision through the procedures established under ORC Chapter 4117.

ARTICLE II

NEGOTIATION PROCEDURES

1. The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Board of Trustees of CCPL and the Union and shall be the exclusive procedures to be followed by both parties and by agreements of the parties hereto shall supersede the procedures set forth at R.C. §4117.14 and related sections and regulations. If the parties mutually agree to an IBB format for negotiations, they may negotiate ground rules that supersede these procedures.

2. Either the Board or the Union may initiate negotiations by letter, not more than one hundred and twenty (120) days or not less than ninety (90) days in advance of the expiration date of this Agreement. The party initiating negotiations will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the dispute resolution procedures identified in this contract will be employed in place of procedures alternatively provided in O.R.C. §§ 4117.10, 4117.14 and related sections.

3. The Union and the Library will simultaneously exchange written proposals for negotiations on a mutually agreed upon date in January of the year of contract expiration. These proposals shall be in such form that they may be immediately agreed to if acceptable. Topical listings or so-called "laundry lists" constitute a failure to comply with this paragraph and shall be disregarded.

4. Negotiating teams shall be composed of not more than six (6) members. The Board and the Union shall identify the members of their negotiating teams and the names of no more than three (3) alternates, if desired. Alternates shall substitute for team members only when team members are unavailable or in emergencies. Each team may have up to three (3) additional persons as consultants, including chief negotiators or legal consultants. If a consultant other than or in addition to the chief negotiator is to be used, the leader of the team using the consultant shall notify the other team's leader twenty-four (24) hours in advance. Consultants used by either party shall be paid by the party employing their services.

The Library and the Union will exchange the names of the individuals serving on their respective negotiations team at least ten (10) days prior to the mutually agreed upon date in January to exchange proposals.

5. The first negotiation sessions shall be held within ten (10) calendar days of the date the parties exchanged proposals. Each team may take caucuses of a reasonable length of time not to exceed thirty (30) minutes unless mutually agreed. Negotiation sessions will be scheduled so as to minimize interference with work schedules. Up to a total of forty-eight (48) hours of release time per week for Union bargaining team members shall be granted to be allocated among the entire team as

the Union deems fit. Such release time is not cumulative. Meetings normally shall not exceed two (2) meetings of four (4) hours duration per week, usually scheduled once per week in the morning and once per week in the afternoon.

6. After submittal of its initial position neither party shall submit new proposals without the prior consent of the other party. The submittal of counterproposals shall not be deemed to violate this paragraph.

7. Until all negotiation sessions are completed, each meeting shall include a decision on an agreed time and place, based on the times specified in Paragraph 5 (above), for the subsequent meeting unless mutually agreed otherwise. The parties to this agreement may by mutual agreement waive or change the negotiation meeting procedure. Should there be costs involved in the rental of a meeting place, both parties agree to divide such costs equally.

8. Negotiations shall be conducted in good faith. All negotiations shall be conducted exclusively by and between the negotiating teams of the respective parties. "Good faith" means the obligation of both negotiating teams to meet at reasonable times and to deal with each other openly and fairly. It requires that each team be willing to react to the other's proposals. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counterproposal or give reasons for its rejection of the proposal. "Good faith" does not require that either party make a concession.

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

10. Written and/or oral releases of information by either party to employees or management will be at their discretion. Neither party shall release any information to the media unless and until the parties have invoked the procedures set forth at Paragraph 12 below.

Attendance at negotiation sessions by persons other than the negotiating team members, legal counsel (chief negotiators) and consultants, as described in Paragraph 4, shall be limited to a maximum of three (3) observers for the Union and three (3) observers for the Board.

Unless the parties agree otherwise, all negotiation meetings shall be conducted in executive session.

Any attempt by observers to disrupt, interrupt and/or participate in negotiation sessions by means of verbal and/or written communications will not be tolerated. Further, any such action on the part of an observer during a contract negotiation session will result in that person(s) being removed immediately from that session and barred from attendance at future sessions.

ARTICLE II

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

12. If either party determines that the differences of position are so serious that further negotiations seem impossible of producing a satisfactory agreement, or if agreement is not reached by March 10 of the year of contract expiration, either party may declare the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly request Federal Mediation and Conciliation Service ("FMCS") to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement.

13. If after forty-five (45) days from the invoking of mediation the Union feels that the matter cannot be resolved through the procedures outlined above, it may engage in any activity permitted, by Chapter 4117 of the Ohio Revised Code, upon ten (10) days notice to the Library and to the State Employment Relations Board; provided, however, that a strike may not commence prior to the expiration of any collective bargaining agreement or extension thereof.

ARTICLE III

WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board of Trustees and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

ARTICLE IV

ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Union, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the party to be bound by the amendment or supplemental agreement.

ARTICLE V

RIGHTS

A. Management Rights. Except as expressly limited by the written terms of this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and the United States, including but without limiting the generality of the foregoing all of the rights identified in R.C. §4117.08. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

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

B. Rights of Individuals.

1. Bargaining unit members shall 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 R.C. § 4117.03.

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

3. Personnel Files. The Human Resources Division shall maintain up-to-date files on all bargaining unit employees and the originals or copies of all forms, requests, correspondence, and other materials relating to employees should be included in the files.

(a) Employees have the right to add complimentary materials related to their job performance to their files at any time by submitting a concurrent copy to the employee's supervisor and Human Resources.

(b) All employees have the right to inspect their personnel file in the presence of the Director of Human Resources or her/his designee and with a Union representative present if the employee so chooses, so long as reasonable advance notice is provided so the Library can make appropriate arrangements for such inspection. If any material is adverse, the employee has the opportunity to place an appropriate response in the file.

(c) Upon request, the Library shall furnish the employee with a copy of any materials in her/ his personnel file with the exception of recommendations solicited for initial employment.

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

(e) Written disciplinary documents become a permanent part of an employee's personnel file. Written disciplinary documents shall not be considered for purposes of discipline twenty-four (24) months after entry, provided no further discipline for the same infraction has occurred since that incident.

C. Rights of the Union.

1. Except as provided in this Section, there shall be no Union activity of any kind, no distribution or posting of any literature or other writing and no meetings of any kind or for any purpose on the Board's premises. This prohibition shall not extend to (a) conferences called and conducted by the

Library administration, or (b) meetings of Union representatives held during nonworking time, it being understood and agreed that such meetings shall not in any way interfere with the operations of the Library or the performance of duties by any employee, and shall be held only in meeting rooms designated by the Library, and in accordance with the normal procedure governing use of such facilities by the public.

2. Union officers and chief delegates not to exceed a total of fifteen (15) employees, 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. In addition, the negotiating team members shall be deemed the most senior employees in the bargaining unit for the same purpose from the time of their election until ratification of the tentative agreement. The Union shall inform the Library of the negotiating team members upon their election to the team. 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 – Union Executive Chair, Union Vice-Chair, Grievance Delegate, Recording Secretary, Treasurer, Corresponding Secretary and Chief Delegates, and District 1199 Executive Board delegates who are not otherwise officers. If two or more employees have the same Union position as well as the same job classification, seniority as determined under Article VIII shall control.

3. A section of the staff bulletin board of each Library facility will be provided by the Library for use by the Union. Such bulletin boards shall be used only for duly authorized (a) Union meeting notices; (b) Union election notices; (c) notices of appointment to Union offices; (d) notices of Union social affairs; (e) notices of meetings under the grievance procedure; (f) a copy of the labor agreement and (g) Union newsletter(s). No notice may contain anything political, or controversial, or critical of the Library or the Board or any employee or other person.

4. The Union may communicate with members of the bargaining unit and/or members of the Union by the Library's internal distribution system concerning the business of the Union.

5. Any employee may attend meetings of the Board of Trustees on her/his own time. The Union Executive Chair and one other designated representative of the Union shall be entitled to attend Board meetings on paid Library time. The affected Union representatives shall inform their respective supervisors reasonably in advance of their leaving work for such meetings.

6. Where possible, the Library will accommodate by rescheduling the attendance of Union representatives, officers, and committee chairpersons at up to six (6) regular Union business meetings per year. Such rescheduling will be attempted for up to one employee in each department (whether in a branch or at

ADM) upon receipt by the Department/Branch Manager of at least twenty (20) days' advance notice of the meeting.

7. The internal business of the Union shall be conducted during the non-duty hours of the employees involved, provided, however, that the Library will provide up to forty (40) hours per month (noncumulative) of paid Library time, inclusive of travel, for the Union to conduct official Union business. The paid Library time shall be provided by the Library to the Union if the following conditions are met:

(a) The maximum of forty (40) hours per month of paid Library time shall be allocated among Union Executive Board members, provided that not more than two (2) such Union Executive Board Members shall be assigned to the same department (whether in a branch or at ADM). In the event that two (2) Union Executive Board members are assigned to the same department, the Union Executive Board members may not be released on paid Library time at the same time except upon approval of the department manager.

(b) Each October after the annual Union Membership Meeting, the Union Executive Board Chair or his/her designee, shall provide the Human Resources Director or designee notification of Union release time by submitting a list of the Union Executive Board Members and the Union Executive Board meeting dates for November through October of the coming year. Notification of changes on the annual schedule or any other use of Union release time will be given seven (7) working days in excess of thirty (30) calendar days prior to the proposed day of usage. Unopposed Executive Board contestants on the Union ballot will need to schedule Union release time for the November Union Executive Board meeting with their supervisors following the same time constraint listed above. A list of opposing candidates for Executive Board positions shall be provided by the Union Executive Board Chair or his/her designee, to the Human Resources Director or designee. Those elected to serve on the Executive Board will be eligible for Union release time in November. Employees using release time shall not be involuntarily scheduled to work more hours than that which would total eight (8) hours in combination with the release time, unless management is unable, after reasonable effort, to avoid such schedule. The list shall include the name of the employee, home work station, date of the meeting and time of the meeting.

(c) The designated employee(s) shall advise their supervisor and their branch/department manager at least one (1) week in advance of their leaving work for such release time activity. The Human Resources Director or designee will confirm their release time with the department/branch manager.

ARTICLE V

(d) The Union Executive Board Chair may use up to eight (8) hours per week of paid release time for the conduct of Union business related to the Library bargaining unit. Release time will be used to perform Union business on Library premises except that with prior notice to the Human Resources Director or designee, release time may be used for Union meetings conducted off-site. The Union Executive Board Chair must advise his/her immediate supervisor at least seven (7) working days in advance of the proposed usage and must record all release time usage in the Library's timekeeping system. If the Union Executive Board Chair's standard hours are less than forty (40) in a week, such paid release time shall be added to the employee's standard hours up to a maximum of forty (40) hours in a week. As part of the employee's standard hours, release time will count toward all benefit time (e.g., health insurance, sick leave, vacation).

8. Union business is not to be conducted in public service areas, or on telephones or computers in public service areas. Union officers, representatives and other officials (including committee chairs and members), may receive or make telephone calls, or emails and other forms of communication pertaining to Union business only on breaks or on meal periods.

9. A staff representative of SEIU 1199 shall have access to a Library facility's non-public work spaces during hours the facility is open to the public for the purpose of conferring with members of the bargaining unit, provided such conference is not conducted while the participant(s) are on working time. The Union staff representative will notify the Human Resources Director or designee at least seven (7) days in advance of the facility visit.

10. When the Library conducts an orientation session for new bargaining unit employees, the Library shall permit a Union delegate to make a presentation for up to thirty (30) minutes to provide information about the Union and a copy of the collective bargaining agreement. If the Library is not conducting a group orientation session, the Library will schedule up to thirty (30) minutes for a Union delegate to meet with a new bargaining unit employee.

11. The Union may request permission to use Library meeting rooms during closed hours for the purposes of holding council and general membership meetings. The Union's request will be made to the Human Resources Director or designee at least forty-eight (48) hours in advance, and such request shall not be unreasonably denied.

12. A Union member may request unpaid Union leave. See Article XV(F) for details.

D. Union Dues and Service Fees.

1. The Board will deduct from the pay of each bargaining unit employee who in writing so authorizes it to do so the required amount of fees for the payment of Union Dues on a regular basis. The Union will notify the Library of the amount required for Union dues. Union Dues will be deducted from each pay and, absent unusual circumstances, will be remitted to the Union no later than seven (7) calendar days following the deduction. The authorization shall comply with provision of the law.

2. The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union for purposes of collective bargaining, contract enforcement and grievance resolution. For these services the Union may assess a service fee against nonmembers of the Union as provided in this Section.

3. The service fee shall be calculated to reimburse the Union for the nonmember's proportionate share of the direct cost of bargaining, contract enforcement and grievance resolution. The service fee shall not include charges for any other Union activity or for contributions to political candidates or other political activities. Insofar as the Union expends funds for any purpose other than bargaining, contract enforcement and grievance resolution, the service fee shall be proportionately less than the dues charged Union members. The service fee shall be equal for all nonmembers.

4. The Union shall notify each non-member of the amount of the service fee each year. The Union hereby agrees to make a good faith effort to fully comply with and satisfy all requirements established by the State Employment Relations Board and the Ohio and federal courts with respect to the Union's fair share fee and rebate procedures. In the event deduction of fair share fees is challenged in court by any employee(s), deduction of fair share fees for the challenging employee(s) shall automatically be placed in an escrow account established by the Library for such purposes until such challenge is fully and finally resolved and until all time for appeals to the courts has been exhausted. The proceeds of the escrow account will be distributed as directed by SERB, an arbitrator or the courts.

5. The service fee provided for by this section shall be collected from all members of the bargaining unit, not members of the Union. It shall not be collected from any other employee. No member of the bargaining unit is required by this agreement to become a member of the Union.

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

7. The service fee provided for by this section shall be deducted from the pay of each employee required to pay it beginning in the month following completion of sixty (60) calendar days of employment. The service fee will be deducted from each pay and, absent unusual circumstances, will be remitted to the Union no later than seven (7) calendar days following the pay date. Failure of an employee to pay the required service fee shall give the Union a right to bring legal action against the employee in a court of competent jurisdiction.

8. The Union agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, to provide full and adequate legal defense for the Board in any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim or administrative proceeding, including court costs. For purposes of this Paragraph 8, the term "Board" includes the Board of Trustees of the Cuyahoga County Public Library, its members, the Treasurer, Deputy Treasurer, Executive Director, and all members of the administrative staff.

9. 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 shall become effective on the thirtieth day 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 shall remain members of the Union unless they give written notice to the Secretary/Treasurer of SEIU 1199 of their desire to terminate such membership. Employees who drop their Union membership pursuant to this Section shall be required to immediately become service fee payers. The Union will notify the Library to convert the employee's deduction from dues to service fees.

10. The Library shall include with each dues and service fee remission a list of employees for whom a deduction was made, the employee's number of hours worked during the pay period, excluding overtime, and the employee's hourly rate of pay. The Library will also cooperate with the Union's internal dues and service fee auditing process by responding to reasonable information requests relating to such deductions.

E. Union Information. The Union shall furnish the Library Human Resources Director with the following upon request but not more than once per calendar year:

ARTICLE V

1. A complete list of Union officers, committee chairs and building representatives.
2. An up-to-date copy of the Union Constitution and Bylaws.
3. A copy of the Affiliation Agreement(s) between the Cuyahoga County Library Union and SEIU District 1199.
4. Written notification of any changes in these three (3) documents not later than thirty (30) calendar days after such changes are made to the Library Assistant Human Resources Director.
5. Its local Union newsletter to a designated list of managers provided to the Union by the Library Administration.

F. COPE Checkoff and Charitable Contributions.

1. The Library will deduct any authorized contribution to the Union's Committee on Political Education (COPE) and/or any authorized deduction to any federated charitable campaign such as United Jewish Appeal, Catholic Charities, United Way, from the pay of members on a regular monthly basis.
2. The deduction(s) shall be transmitted to the Union no later than the last day of the month.

ARTICLE VI

FREEDOM OF SPEECH AND PRESS

An employee authoring an article may identify herself/himself as an employee of CCPL and may mention CCPL in such article, on-line communication or publication, provided that the employee indicates that the article, publication or communication is written in her/his individual capacity and does not necessarily represent the views of the Library and not as an employee of the Library, and further indicates that the Library is in no way responsible for contents of his/her article or publication.

ARTICLE VII

PROHIBITION OF STRIKES AND LOCKOUTS

1. The Library agrees that there will be no lockout during the life of this Collective Bargaining Agreement.

2. The Union agrees for itself, its agents, representatives and members of the bargaining unit that, during the life of this collective bargaining Agreement, neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, slow down, work stoppage, non-information picketing, "call-ins", any failure to report to work or interference of any kind with the employer's operations, deliveries and suppliers whether the same be in connection with the dispute between the Union and the CCPL, or between the Union and any of the union, or between the Union or any other union with any other employer, or between the CCPL in any other union or organization or group or individual.

3. The Union shall at all times cooperate with the CCPL in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any violation of this Article occurs, the Union shall promptly notify all employees that the strike, slow down, non-informational picketing, work stoppage, "call-in" or any failure to report to work or other interference or other activity prohibited by Article VII(2) above is prohibited and not in any way sanctioned or approved by the Union. Furthermore, the Union shall also promptly request all employees to cease such conduct and to return to work at once and to fully comply with the requirements of this Article and other provisions of this Collective Bargaining Agreement.

4. Violation of Section 2 by any employee shall be proper cause for discharge or other disciplinary action at the option of the CCPL.

5. Furthermore, the Union shall use its best efforts and act in good faith to promptly request all employees to cease such conduct and to return to work at once and to cease any other activity in violation of this Article VII or other provisions of this Collective Bargaining Agreement.

ARTICLE VIII

SENIORITY

A. Whenever the term "Seniority" is used under this Agreement, it will be computed on a system-wide basis based on the length of an employee's continuous service with the Library as measured from the employee's most recent date of hire in a bargaining unit position. An employee will retain his/her seniority date for up to eighteen (18) months for time spent on an approved leave of absence (including time spent on a reinstatement list following an approved leave of absence), on a recall list following a reduction in force, in an acting capacity in an excluded position, or if he/she resigns and is rehired within eighteen (18) months.

B. In the case where two or more bargaining unit employees have the same date of hire, the tiebreaker for purposes of determining seniority shall be total compensated hours with the Library since the most recent date of hire. The Library will maintain a record of compensated hours for all bargaining unit members.

C. 1. The Library will prepare an updated draft seniority list at the conclusion of the first pay period ending in November, March and July and post such list no later than December 1, April 1, and August 1 of each year, with an email notice of such posting to the Union Executive Board Chair and the SEIU representative. The Union shall have thirty (30) days from the date of the foregoing email notice to challenge and/or question the seniority rankings reflected by the list. The Union Executive Board Chair and the Human Resources Director or designee will meet to discuss questions or problems within that period at the request of the Union Executive Board Chair. The Library will post a final seniority list on its intranet on or about January 1, May 1, and September 1 of each year with an email notice of such posting to the Union Executive Board Chair and the SEIU representative.

2. The Library will make available to the Union Executive Board Chairman updated seniority list at the time of any meet and confer pursuant to Article IX(B) or at any other time upon reasonable request of the Union.

D. Union officers, chief delegates and negotiating team members shall be deemed the most senior employees in the bargaining unit for purposes of layoff, in accordance with Article V(C)(2).

ARTICLE IX**LAYOFF**

In the event of a reduction in force (defined as the layoff of one or more bargaining unit employees, the elimination of a position currently held by a bargaining unit employee, or an involuntary reduction in work hours other than one that equally affects all bargaining unit employees), the following procedures will apply:

A. Seniority. A reduction in force of employees covered by this Agreement shall be done on the basis of seniority, as defined in Article VIII, and in accordance with the bumping order and other provisions set forth in this Article.

B. Meet and Confer. In the event the Library decides to implement a reduction in force, the parties agree that the following process shall apply. Once the Library has developed a strategy for the reduction in force but prior to implementation, the Library will give the Union at least fourteen (14) days notice of its intent to implement a reduction in force. The Library shall meet with the Union to discuss implementation of the reduction in force in accordance with this Article. The Union will make a good faith effort to make itself available on an expedited basis for such discussion since time may be of the essence due to financial exigencies. The Library will provide relevant financial information to the Union on an expedited basis. The Union shall have the opportunity to suggest alternatives to offset or minimize the anticipated reduction in force. The Library will provide the Union with an updated seniority list as of the most recent pay date prior to the meeting. Nothing herein shall preclude the parties from altering the process set forth below based on a written mutual agreement entered into at the time the reduction in force is being implemented.

C. Order. In order to maintain the highest level of service to the public, the Library and the Union agree that employees affected by a reduction in force will be displaced in the following order:

1. The Library will first solicit by Library email volunteers who wish to accept a reduction in force. Such solicitation may identify the job title for which the reduction is sought. Employees wishing to be considered for a voluntary reduction in force must respond within seven calendar days of the Library's solicitation. If the Library's solicitation identifies the job title for which reduction is sought, then the Library will accept those who volunteer up to the number of positions identified by the Library for reduction in force before proceeding with any further reduction in force. Employees who volunteer for a reduction in force shall be deemed on layoff status for unemployment compensation purposes and shall have recall rights as set forth in this Article. If there are more volunteers for layoff than needed, volunteers will be accepted in descending order determined by their seniority date. If an employee has submitted his/her intent to accept a voluntary layoff, he/she will have the right to rescind their notice within the seven day window of the Library's solicitation for volunteers.

2. All probationary staff in affected job titles will be laid off before non-probationary employees (except volunteers).

3. The Library shall identify the positions and employees ("Displaced Employees") to be affected by a reduction in force as well as those Employees the Library reasonably believes may be bumped as a result of a reduction in force. Notice will be sent through the Library's internal email to Displaced Employees not less than ten (10) calendar days in advance of the action. The Library will also attempt to contact the employee by telephone. For purposes of this Article IX, a position shall be defined by job title, location, and hours and, where applicable, by age level, subject, or other specialty. A copy of the notification shall be sent to the Chapter Executive Board Chair and to the Union. Prior to implementing the bumping process the Library will identify all authorized vacancies and provide to the Union a list of these authorized vacancies, including hours, locations and job titles. These positions will be included in the positions offered to displaced employees in order of seniority. The parties agree to offer all vacant positions prior to layoff.

4. A Displaced Employee who wishes to exercise his/her seniority to avoid reduction in force must give notice of intent to exercise bumping rights within ten (10) calendar days of notice of reduction in force. An employee will identify whether he/she wants to have bumping preferences come from the east side or west side of the county, if available, or both. Bumping shall be limited to the following options:

(a) A Displaced Employee working in Administration, using his/her seniority, may bump into a vacant position in the same job title or, if there is no such vacant position at the time of the reduction in force, may bump the least senior employee in the same job title provided, however, that the least senior employee to be displaced holds a position that is within eight (8) hours of the Displaced Employee's current scheduled work hours.

(b) A Displaced Employee working in a branch will have minimum of three options, in priority order based on the Displaced Employee's geographic preference, if available, consisting of all vacancies in the same job title and, if less than three such vacancies, the remaining options shall be the least senior employees in the same job title within eight (8) hours of the Displaced Employee's current scheduled work hours.

(c) If a Displaced Employee working in Administration wishes to exercise her/his seniority to avoid reduction in force, but there is no less senior employee in the same job title, then the Displaced Employee will have a minimum of three (3) options, based on the Displaced Employee's

preference, consisting of all vacancies in the same pay grade and within the bumping pool. If less than three (3) such vacancies exist, remaining options shall be the least senior employees in any job title in the same pay grade and within the bumping pool and within eight (8) hours of the Displaced Employee's current scheduled work hours.

(d) If a Displaced Employee working in a branch, or an employee assigned to Administration who has worked at least one hundred and twenty (120) hours in a branch in the past nine (9) Sunday seasons, wishes to exercise his/her seniority to avoid reduction in force, but there is no less senior employee in the same job title, then the Displaced Employee will have a minimum of three (3) options, consisting of all vacancies in the pay salary grade and within the same bumping pool and, if less than three (3) such vacancies, the remaining options shall be the least senior employees in job titles in the same pay grade and within the same bumping pool (within eight (8) hours of the Displaced Employee's current scheduled work hours).

(e) The process set forth in C(4)(c) and (d) for Administrative and branch employees, respectively, will continue through successively lower pay grades within the bumping pool until the Displaced Employee is able to bump or is laid off.

(f) If a Displaced Employee cannot bump within eight (8) hours of her/his current scheduled hours, he/she will have the same progression of options as set forth in (a) through (d), above, for positions in a mutually agreed upon pool with hours outside the range of eight (8) hours. The Displaced Employee may elect to take a layoff instead.

5. In all instances, a Displaced Employee who exercises bumping rights must possess the qualifications (as set forth in the job description) and must be able to perform the work required within the job title into which he/she bumps satisfactorily and efficiently with an orientation and with normal supervision. If the position into which a Displaced Employee would otherwise be entitled to bump is in a different job title, the Employee may be subject to an interview by the Library to ascertain his/her skill, ability, education, experience and other vocationally relevant factors. If the Library determines that the Displaced Employee does not possess the skill, ability, education, experience, and other vocationally relevant factors to bump into that job title, he/she may not bump into that title, but may bump into the next available job title in accordance with this Section C. If, prior to bumping into a different job title, a Displaced Employee reasonably believes he/she will not be able to satisfactorily and efficiently perform the work required within that job title, he/she on a one-time basis may bypass that job title and instead bump into the next available job title in accordance with this Section C. A Displaced Employee who bumps into a job title other than one in which the Displaced Employee has performed successfully

for the Library within the past five (5) years will be considered to be on a trial period of sixty (60) calendar days. If during the trial period, the Library determines that the employee is unable to perform the duties of the new job title satisfactorily and efficiently, the employee may be placed on the recall list at the sole discretion of the Library, with no resort to the grievance procedure.

6. If, pursuant to Section C(4), above, the position available to a Displaced Employee who wishes to exercise bumping rights would result in a reduction of greater than eight (8) hours compared to the Displaced Employee's current scheduled work hours, the Displaced Employee may bypass that position and, following the same progression set forth in Section C(4), may bump a less senior employee in another position to retain scheduled work hours closer to her/his current scheduled work hours.

D. Bumping Pools. The bumping pools are included in Appendix III. Employees assigned to Administration will be included in the Branch Services Division bumping pool if they have worked at least one hundred and twenty (120) hours in a branch in the past nine Sunday seasons. Such Administration employees will be included in the Branch Services Division bumping pool in those job titles in which they perform Branch Services work on Sundays, insofar as such assignments are at the same or lower pay grade as their regular job assignments. Under no circumstances can employees bump upward into a higher pay grade.

E. Bumping Regulations.

1. Bumping is defined as the displacement of a less senior employee by one with more seniority as defined in Article VIII, whose job has been affected by a reduction in force.

2. Employees may not bump those who have more seniority.

3. An employee cannot bump upward into a higher pay grade, but may be placed into a higher pay grade only to fill a vacant position not otherwise filled through the bumping process and only if both parties mutually agree. The employee must possess the required qualifications and previous experience working in a job title in the higher pay grade.

4. An employee bumping into a lower grade will continue at her/his wage rate unless it is higher than the top of the lower grade range, in which event the maximum rate of pay at the lower grade will apply.

ARTICLE IX

5. An employee who, as a result of this Article IX procedure, is laid off will be deemed to be on the "recall list". An employee who, as a result of this Article IX procedure, is placed in a different position, in a different job title in the same or lower pay grade or in a position with fewer hours than that held by the employee prior to the reduction in force also shall be deemed to be on the "recall list."

6. All approved vacations will be honored in new position assignments.

7. Employee will receive a letter with their new assignment stating the job title, position, grade, rate of pay, recall status and supervisor name before their new assignment or layoff status is to begin.

F. Recall.

1. In the event of a recall, the Library will determine the position to be affected by the increase in force. The Library shall recall to the position to be affected by the increase in force in accordance with the following process:

(a) The Library will maintain a separate recall list for each separate reduction in force implemented. The Library will recall employees in order of reduction in force implementation dates (i.e., employees on the oldest recall list will have the highest priority), except that if there are multiple recall lists, non-probationary employees will receive priority over probationary staff that remain on older lists.

(b) The Library will recall the most senior permanent employee on the recall list who worked in the same job title immediately prior to the reduction in force. If there is no such employee on the recall list, then the Library will recall the most senior qualified permanent employee on the recall list who prior to the reduction in force was in the same or higher pay grades and same bumping pool as the position being filled. If there is no such employee on the recall list, then the Library may, if both parties mutually agree, place a qualified permanent employee who is on the recall list into a vacant position. If the position remains unfilled, the same progression set forth above will be followed with respect to probationary employees on the recall list.

(c) The Library will provide an employee being recalled with notice of recall via telephone and email; if the employee is actively working at the Library, notice will also be sent through the Library's internal email. A laid off employee is responsible for keeping the Library informed of her/his current phone number and email address, even if she/he will be out of town for a short period. Within three (3) days of the date the notice

of recall was communicated to the employee by phone or email, the employee must communicate his/her acceptance of the recall and he/she must thereafter return to work within seventy-two hours unless otherwise arranged with the Library.

(d) The Library shall provide the Union with copies of the recall list and copies of all notices of recall. The Union will be notified of recall responses.

(e) For each separate reduction in force, the Library will maintain a list of the displaced employees on recall that includes job title, position, wage rate, grade, seniority date, and recall status (including recall expiration date) prior to the reduction in force and the same information after bumping. Each recall list will be updated as necessary after each recall.

2. In all instances, an employee who is being recalled must be able to perform the duties of the position to which he/she is recalled satisfactorily and efficiently with an orientation to the position and with normal supervision. An employee who is recalled into a job title other than the one held prior to the reduction in force will be considered to be on a trial period of sixty (60) calendar days. If during the trial period, the Library determines that the employee is unable to perform the duties of the new title satisfactorily and efficiently, the employee may be returned to the recall list at the sole discretion of the Library, with no resort to the grievance procedure.

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

4. An employee who is offered the chance to return to her/his former position where the scheduled hours are not less than the scheduled hours worked by the employee prior to the reduction in force may not seek recall to a different vacancy available at the same time.

5. No new employees shall be hired in a job title until all staff members on the recall list who were qualified for that job title before layoff and desire to return to work have been offered the opportunity of recall.

6. If, following recall, a position is accepted at a lower pay grade or hours per week than that held at the time of reduction in force, an employee will be offered successive position opportunities as same become available and before others with less seniority are recalled.

7. For each Displaced Employee, recall rights shall be retained until the earliest of the following events:

(a) The expiration of eighteen (18) months from the last day of work in the position held prior to the reduction in force.

(b) The Displaced Employee refuses an offer of recall to her/his former position where the scheduled hours are not less than the scheduled hours worked by the employee prior to the reduction in force.

(c) The Displaced Employee is placed in, bumps into, or is recalled to a position in the same or higher grade as his/her job prior to the reduction in force, receives equivalent or greater gross pay as before the reduction in force and has the equivalent premium cost for health insurance as before the reduction in force.

8. Following recall from reduction in force, the employee shall retain all seniority accumulated prior to reduction in force.

9. While on layoff, the laid off employee may elect to remain in the Library's health insurance program at the employee's cost, and subject to the insurance carrier's regulations in accordance with the provisions of COBRA.

10. The Library shall not employ substitutes for any bargaining unit vacancy (excluding sick leaves, vacations, leaves of absence) in any job title held by an employee remaining on the recall list that will continue for more than sixty (60) days. In the event of a vacancy in a bargaining unit job title which is expected to continue for sixty (60) days or more, the Library shall fill the vacancy through the recall procedure described above.

11. Employees who are on the recall list may serve as substitutes without jeopardizing their rights to further recall.

12. While employees remain on the recall list, an employee returning from an unpaid leave of absence granted under Article XV shall be placed on the recall list in accordance with his/her seniority.

13. An employee who is recalled to her/his former pay grade shall be paid at her/his former rate of pay plus any additional increase provided during the layoff period to employees in the job title to which she/he is being recalled. An employee recalled to a position in a lower pay grade shall be paid at her/his wage rate, plus any additional increase provided during the layoff period to employees in the job title to which she/he is recalled unless such rate of pay is higher than the top of the lower grade range. In that event the maximum rate at the lower grade will apply.

14. Employees who are laid off during their probationary period may be recalled on the same basis as permanent employees if all permanent status employees have been contacted for recall or if no permanent status employees remaining on the recall list possess the necessary qualifications and ability to perform the work required in the job title available satisfactorily and efficiently, with an orientation to the position and normal supervision.

G. Across-the-Board Reduction in Hours. In the event that the Library develops a strategy for an involuntary reduction in hours that would apply equally to all bargaining unit employees, the Library shall meet and confer with the Union prior to implementation. The parties agree that such a reduction in hours would not affect the bargaining unit status of any employee. The parties further agree that during the period of any reduction in hours, benefits that are pro-rated based on hours worked will be adjusted accordingly during the period of any reduction in hours, except that health insurance benefits will not be adjusted until the first of the month following the month in which the reduction in hours is implemented.

ARTICLE X

PROBATIONARY/TRIAL PERIOD

A. Newly-Hired Employees.

1. All newly hired persons hired for bargaining unit positions shall serve a probationary period of twelve (12) calendar months. Disciplinary suspension status and leaves of absence shall not be considered compensated employment for probationary purposes.

2. During this probationary period, newly hired employees may be dismissed at the sole discretion of the Library. Such dismissal shall not be subject to the grievance procedure set forth in this Agreement.

3. The Library will not increase the hours of a probationary employee unless there is no non-probationary employee in the same classification and branch/department who is willing to accept the additional hours.

B. Promoted Employees.

1. Employees promoted to bargaining unit supervisory positions, except those who exclusively supervise Pages, shall serve a trial period of twelve (12) calendar months. Employees who have supervised exclusively Pages shall have six (6) months credited if subsequently promoted to a position that supervises other staff who are not Pages. All other employees promoted to full-time or part-time bargaining unit positions shall serve a trial period of six (6) calendar months. For employees required to serve a six-month trial period, the Library may extend the trial period an additional three (3) months with prior notification to the employee and the Union if the last performance evaluation during the six-month trial period reflects an overall unsatisfactory performance by the employee. Disciplinary suspension status and leaves of absence shall not be considered compensated employment for trial period purposes. An employee who is laterally transferred or successfully bids on a vacant position within the same job classification will not be required to serve a trial period.

2. An employee promoted to a higher job classification or laterally transferred under the Article XI procedures to a bargaining unit vacancy shall be given appropriate training and supervision. If at any time during the trial period, the Library, in its sole discretion, determines that the newly promoted employee is not performing satisfactorily, then the following conditions shall apply:

(a) If the determination of unsatisfactory performance by the newly promoted employee is rendered by the Library on or before the thirtieth (30th) calendar day of the trial period or before his/her former job position is filled on a permanent basis, whichever is later, the employee

shall be promptly returned to the position she/he held immediately before promotion. The employee shall keep all seniority she/he had accrued. During the same period, the employee may opt to return to the position she/he held immediately before the promotion.

(b) If the determination of unsatisfactory performance by the newly promoted employee is rendered by the Library on or after the thirty-first (31st) calendar day of the trial period or after her/his job position is permanently filled, whichever is later, the employee shall be promptly placed on a priority vacancy list. When the first authorized vacancy in the employee's former job title or job classification for layoff purposes (set forth in Article VIII) occurs, the employee shall be notified in writing prior to the job posting and shall be given the right of first refusal for such vacancy if qualified. An employee who is on sick leave, sick bank, medical leave, individual leave (due to hardship), or parental leave and who is unable to take the first authorized vacancy will be placed on the recall list for his/her former job title for a period not to exceed eighteen (18) months, and the provisions of Article VIII, Section H shall apply. Upon acceptance of recall to a lower pay job classification, the employee will be paid, within the new salary grade, at the level she/he earned in the job position held prior to promotion, provided that if the former salary is beyond the pay grade level of the new position, the employee will be paid at the maximum level for the new job position. The employee, on a one-time only basis, may waive the right of first refusal to a vacancy in a job position at a pay grade lower than that held prior to the promotion.

Further, the employee shall be advised of the first opening in a position in the same salary grade which the employee occupied prior to the promotion and will be given first consideration before posting of the vacancy for such position, if qualified in the determination of the Library. An employee who is on sick leave, sick bank, medical leave, individual leave (due to hardship), or parental leave and who is unable to take the first authorized vacancy will be placed on the recall list for his/her former job title for a period not to exceed eighteen (18) months, and the provisions of Article VIII, Section H shall apply.

C. Except as provided in Article XI(A)(2), an employee cannot apply for a posted CCPL position during the first six (6) months of her/his probationary/trial period.

ARTICLE XI

JOB CHANGES AND POSTINGA. Job Posting.

1. Within two (2) weeks of the Executive Director's authorization to fill the vacant position, vacancies in bargaining unit positions shall be posted on the Library's intranet, with a copy sent to the Executive Board Chair of the Union. Exceptions to this posting requirement include: approved departmental reorganization; elimination of a position; vacancies filled by recall from layoff; administrative reassignment; temporary assignment of an employee to fill an acting capacity assignment; and reassignment of hours to other employees.

2. (a) To the extent consistent with the Library's staffing needs, the Library will consider opportunities to increase the hours of part-time staff (including increases in hours to full-time status) through voluntary reassignment of hours from a vacant position of less than thirty-two (32) hours per week. A vacant bargaining unit position need not be re-posted if the same position has been posted within the previous ninety (90) calendar days. Such posting shall continue for a minimum of seven (7) calendar days. Subject to the limitation in Section A(2)(b) of this Article, the Library retains the right to solicit outside applicants for posted positions, though it will generally post bargaining unit positions internally while bargaining unit employees are on layoff and subject to recall. Before implementing any decision to split a vacant position of thirty-two (32) hours or more into two (2) or more positions, the Library will meet with the Union to explain the decision and its circumstances.

(b) Before posting a vacant bargaining unit position in a branch, the Library will first offer the vacant position via Library email to existing bargaining unit employees in the same branch and same job title (and age group specialty, where applicable) whose most recent performance evaluation reflects an overall satisfactory performance. Such employees will have five calendar days to express an interest in the vacant position. If there is more than one interested employee, the Library will select the employee to fill the vacancy in accordance with the criteria set forth in Section 4 below. If there is only one interested employee, that employee will be selected for the position.

(c) Consistent with the Library's staffing needs, the Library may decide to split the hours of a vacant position. In such case, the Library will offer additional hours via Library email to existing part-time bargaining unit employees in the same branch or department with the same job classification (and age group specialty, where applicable), whose most

recent performance evaluation reflects an overall satisfactory performance. Such employees will have five calendar days to respond and must state the number of hours they are interested in adding to their current schedule. Final determinations on awarding the hours will be based on the scheduling needs of the Library as well as on the criteria set forth in Section 4 below. The Library shall not reassign hours from one employee to a probationary employee unless there is no non-probationary employee in the same classification and branch/department who is willing to accept the additional hours.

(d) An employee wanting to reduce her/his hours will notify his/her supervisor and manager. The Library will consider the request if it meets with the Library's staffing needs and, if applicable, another employee in the department at the same location is interested in being assigned said hours following the procedures above.

(e) The Union will be notified of changes in hours of affected staff prior to implementation.

3. Subject to Article X(C), a qualified CCPL employee may apply for posted positions. An employee cannot apply for a posted CCPL position during the six (6) month period following the employee having bid on and received a posted position, unless the employee is serving in an acting capacity assignment. However, a part-time employee may apply for a posted full-time position in the same job title during that six (6) month period. The Library will make a good faith effort to interview a representative number of qualified bargaining unit employees from among those candidates in any applicant pool.

4. The position shall be awarded solely on the basis of skill, ability, education, experience, and other vocationally relevant factors. Evaluation of these factors is reserved to the discretion of the Library provided that the Library will not act arbitrarily or capriciously in filling posted positions. The Library is entitled to promote qualified candidates from protected groups in accordance with its commitment to affirmative action. Once the Library has filled a posted position, it will notify all employees who applied for the position, but were not selected. A bargaining unit candidate not selected for the position may contact HRD to be informed of his/her test score, if any.

5. An employee who is awarded a posted position may opt to return to his/her former position within the first thirty (30) calendar days in his/her new position, provided the employee's former position is still available.

B. Acting Capacity. Creation of an "acting" assignment shall be within the sole discretion of the Executive Director. Whenever the Executive Director deems it appropriate, she/he may appoint an employee to fill a vacant position in an "acting"

capacity. The Library shall post an announcement for a minimum of seven (7) days of an "acting" capacity bargaining unit position in order for qualified employees to indicate their interest in the appointment. The Library may assign an employee on an "acting capacity" basis while the position is being posted pursuant to this section. A vacant position will not be filled on an "acting capacity" basis for more than one hundred eighty (180) days unless the vacancy is due to any leave of absence. The posting process shall not be required for an "acting" assignment of sixty (60) calendar days or less. Upon expiration of the assignment, or if the Library has knowledge that the assignment will extend beyond sixty (60) calendar days, the Library will post the position. If a bargaining unit position is filled in an "acting" capacity without posting, the Union Executive Board Chair will be given notice at the time the Library contacts an employee about the assignment. Bargaining unit employees will be considered prior to non-bargaining unit employees unless there are no qualified applicants from the bargaining unit. Non-bargaining unit employees who fill an acting capacity assignment will return to non-bargaining unit status at the end of their assignment.

During an acting assignment, the employee will receive a rate of the pay equal to three percent (3%) above the minimum rate of her/his job title or shall be paid a rate of pay that provides a minimum increase of three percent (3%) in her/his wage rate, whichever is greater. If the employee's regular rate of pay is higher than the maximum rate of the pay grade of the acting assignment, then she/he will be paid a pay differential over and above their regular rate of pay, as follows:

1. For nonprofessional positions, the differential shall be \$7.00 per day.
2. For professional positions, the differential shall be \$10.00 per day.

At the end of the acting assignment, the employee shall be returned to her/his former position and will receive any and all wage increases the employee was entitled to as if they were in their permanent position. The Union will be notified of the pay adjustment of the employee upon his/her return to his/her permanent position. The Library may make an evaluation of her/his performance in the acting capacity position. This evaluation shall be for the permanent personnel record.

This Section does not apply to "acting" capacity assignments in positions outside the bargaining unit.

C. Transfers.

1. The Library, at its sole discretion, shall have the right to move all or a portion of an employee's hours from one work site to another in order to meet Library needs. The Library will meet and confer with the Union prior to implementing such a move.

2. Said transfer shall be governed by the following provisions:

(a) If the Library decides to transfer an employee from one work site to another, it shall first seek volunteers from the classification (and age level specialty, where applicable) affected by the transfer at the sending site to move all or a portion of their hours, as determined by the Library, to the receiving work site.

(b) If there are no volunteers at the sending work site, the Library shall transfer the least senior bargaining unit employee from the classification (and age level specialty, where applicable) affected by the transfer at the sending site to the receiving site, provided that the transferred employee is qualified to do the work.

(c) Seniority shall not apply in cases where the transfer of an employee would require said employee to split his/her hours between sending and receiving work sites when a more senior employee at the sending work site could work all his/her existing hours at the receiving work site. However, the Library will make a good faith effort to avoid impacting an employee at a sending site who is not the least senior.

(d) An employee who is transferred shall receive his/her regular rate of pay or the rate of pay of the classification into which she/he is transferred, whichever is greater.

(e) The Library's right to transfer shall not extend to transferring an employee into an authorized vacancy.

(f) An employee who is involuntarily transferred pursuant to this Section shall have the right of first refusal to return to his/her original work location for the first vacancy that may occur within ninety (90) days following the involuntary transfer within the employee's same job title and provided the hours for the vacancy are within eight (8) hours of the employee's original hours.

3. The transfer procedures set forth in Section 2 shall not apply to:

(a) The Library's right to temporarily reschedule staff hours in order to meet Library needs. Such temporary transfers shall not exceed sixty (60) calendar days unless the transfer is due to a remodeling or construction project;

(b) The Library's transfer of an employee for disciplinary reasons provided just cause exists;

(c) The transfer of an employee by mutual agreement of the Union and the Library; or

(d) Two (2) or more employees swapping positions by mutual agreement of the employees involved.

4. The Library may transfer employees to provide a reasonable accommodation in compliance with the ADA in accordance with Article XI(C)(2)(a) through (f).

D. Temporary Re-Assignments. When the Library, in its discretion, intends to temporarily re-assign an employee for eight (8) hours or less to a location other than the employee's regularly assigned worksite, the Library will make a good faith effort to solicit a qualified volunteer for the re-assignment. In the event that no qualified employee volunteers, the Library will make a good faith effort to equitably distribute re-assignments among qualified employees at the sending worksite. A temporarily assigned employee is paid for travel time between locations and is entitled to breaks and meal periods pursuant to Article XII(D) as if all hours (including travel time) were in one location. An employee who is temporarily re-assigned shall receive mileage reimbursement pursuant to Article XXII(K) for the mileage traveled in excess of his/her regular commute.

ARTICLE XII
HOURS OF WORK AND OVERTIME

A. Hours of Work.

1. The workweek begins at 12:01 a.m. Sunday and ends at midnight Saturday.

2. Full-time employees shall be scheduled for and required to work forty (40) hours per week.

3. Part-time employees shall be scheduled an average number of hours per week which amounts to less than forty (40) hours but at least sixteen (16) hours per week. The Library will make a good faith effort to inform a part-time employee in advance if the employee is scheduled to work more or less than the employee's assigned weekly hours of work.

4. Daily scheduled hours for part-time employees may vary and may change as scheduling priorities dictate, though the Library will make a good faith effort to provide regular and consistent schedules for part-time employees.

5. The average number of hours assigned to an employee will be based on the needs of the Library, as determined by management.

6. Any employee who is required to begin work before the start of her/his regularly scheduled shift or is required to work beyond the end of her/his regularly scheduled shift shall be compensated for such additional time worked, in accordance with rounding practices permitted by law. Part-time employees who are entitled to compensation for additional time worked may be compensated by time off at a straight time rate (i.e., "plus time"). Plus time shall be recorded as directed by the Library. The supervisor or manager will confer with the employee and schedule the employee's use of her/his plus time within thirty (30) days of when it is earned. An employee will not work outside of her/his scheduled work hours without the express approval of her/his supervisor or in accordance with Library policy (e.g., unattended children after hours). An employee is required to report and be ready to work at the beginning of her/his scheduled shift.

B. Scheduling.

1. All employees are scheduled according to Library needs. Changes in schedules are left to the discretion of the Branch/Department Manager. Employees shall not be mandatorily scheduled for more than two (2) nights per week unless management, after reasonable effort and communication with the affected employee, cannot avoid such schedule.

2. Employees, regularly assigned to branches shall not be mandatorily scheduled for a shift of less than four (4) hours unless Management, after reasonable effort and communication with the affected employee, cannot avoid such schedule. Staff may be scheduled for mandatory staff meetings in shifts of less than four (4) hours. Attendance at all other staff meetings shall be considered voluntary for employees who are not scheduled at the time of the meeting. Staff will be paid for a minimum of one (1) hour or the length of the staff meeting, whichever is greater. Staff will be paid or receive plus time for both mandatory and voluntary staff meetings. Staff schedules will not be changed for the purpose of scheduling staff during a non-mandatory meeting.

3. Employees may switch work schedules with the approval of the immediate supervisor.

4. Employees may request a "flex-time" scheduling arrangement in their branch/department, or a regular schedule involving evening shifts or Saturday work. Such requests may be approved by the employee's supervisor if consistent with branch/department scheduling needs.

5. To facilitate master scheduling throughout the Library system, the Library will make a good faith effort to develop and post work schedules thirty (30) days in advance. Changes at the request of the Library from the posted schedule may be made in order to meet operational needs. The Library will give employees notice of any changes by email as far in advance as circumstances reasonably permit. Changes at the request of an employee(s) may be made with the approval of the supervisor.

6. If the Union has a concern about the scheduling process in a particular branch/department, it may convey that concern to the Library. In response and where appropriate, the Library will provide coaching or training to facilitate more effective scheduling that may result in more consistent schedules from week to week for individual employees to the extent consistent with the Library's staffing needs. The Library will provide training to newly hired or promoted managers and supervisors with scheduling responsibilities.

7. Consistent with the parties' commitment to provide excellent service to Library patrons, a good faith effort will be made to assure that bargaining unit employees have adequate time to prepare for work-related responsibilities.

8. All employees shall be required to work overtime or on Sundays upon request unless excused in advance by the department/branch manager. The Library will endeavor, insofar as it may be practicable, to make an equitable distribution of overtime among qualified employees within the affected job classification.

9. The Library shall not require employees to work split shifts unless management, after reasonable effort and communication with the affected employee, cannot avoid such schedule. An employee required to work a split shift will be reimbursed for his/her second commute from home to work in accordance with Article XXII, Section K.

10. The current hours of public service are 9:00 a.m. to 9:00 p.m. Monday-Thursday, 9:00 a.m. to 5:30 p.m. Friday and Saturday and 1:00 p.m. to 5:00 p.m. on Sunday. The Library reserves the right to change public service hours at any time. In the event that the Library intends to effect a change in public service hours which will result in a substantial change in work schedules affecting one or more classifications of employees, it will provide written notice to the Union at least thirty days before the public is notified of such changes.

11. (a) To the extent consistent with the staffing needs of the Library, the Library will make a good faith effort to continue the existing practice of affording employees who work in the Administration building with the option to work a four day, ten hour per day work week. The process for opting into a four day work week will be established on a department by department basis. Each department using a four day work week will review its process on an annual basis and will post its process as well as its current day off pool on the HRD web page. In developing four day work schedules, employees will indicate their preference for days off within Monday-Friday. The Library will assign a day off based on the Library's desire to maintain consistent staffing Monday-Friday, employee seniority and employee preference.

(b) Administration employees working a four (4) day ten (10) hour schedule will receive two (2) fifteen (15) minute paid breaks each workday. An employee who is off for an entire day for sick leave or vacation leave will be required to use ten (10) hours of the applicable leave for each full day off.

(c) Floating holidays will accrue at eight (8) hours per holiday.

(d) For employees needing bereavement leave pursuant to Article XIII(D) five (5) days will equal forty (40) hours of bereavement leave. Three (3) days will equal twenty-four (24) hours of bereavement leave and if an employee needs more than twenty-four (24) hours off, he/she will be required to use some other form of leave. One day will equal eight (8) hours of bereavement leave and if an employee needs more than eight (8) hours, he/she will be required to use some other form of leave.

(e) If a regular holiday falls on the employee's day off, the employee has a choice of: taking another day off during that week or working the full forty (40) hours that week and floating the regular holiday for one hundred and eighty (180) days from the date of the regular holiday as permitted by Article XIII(B).

(f) For weeks with one regular holiday, thirty-two (32) hours must be worked, or an employee must take an additional two (2) hours of vacation, compensatory time or floating holiday time. For weeks with two (2) regular holidays, twenty-four (24) hours must be worked, or an employee must take an additional four (4) hours of vacation, compensatory time or floating holiday time.

C. Sunday Hours.

1. Sunday hours are over and above the regularly scheduled workweek. There shall be three (3) Sunday seasons: January through April (the "Spring Season"); May through August (the "Summer Season"); and September through December (the "Fall Season").

(a) There shall be no required make-up time for Sunday work that is missed.

(b) Employees shall not be entitled to any form of paid leave for hours not worked on Sunday.

2. (a) All bargaining unit employees will be paid time and one half for all Sunday hours worked except as otherwise provided herein.

(b) An employee from ADM will be paid time and one half a rate that is equal to three percent (3%) above the minimum rate of the position for which the Sunday hours are assigned or time and one half the rate of his/her regular position, whichever is greater. However, if the rate of pay for the employee's regular position is greater than the maximum rate of the position for which Sunday hours are assigned, then he/she will be paid at time and one half the maximum rate of the pay grade for the Sunday position.

(c) An employee who has appropriate educational qualifications, and who volunteers to work in a higher or lower rated position, will be paid time and one half a rate that is equal to three percent (3%) above the minimum rate of the position for which the Sunday hours are assigned, or time and one-half the rate of his/her regular position, whichever is greater. However, if the rate of pay for the employee's regular position is greater than the maximum rate of the position for which Sunday hours are

ARTICLE XII

assigned, then he/she will be paid at time and one half the maximum rate of the pay grade for the Sunday position.

3. Sunday work assignments are subject to the requirement that Sunday staffing must ensure a proper complement (e.g., home branch employees, PIC, passport-certified staff) for Library staffing and building responsibilities as determined by the Library from time to time. The Library may schedule one (1) non-bargaining unit Public Services Supervisor to work in a branch for every eight (8) open branches on a Sunday, in addition to any assignments they may receive pursuant to sub-section (5)(g) of this Section C.

4. The sign up process will be subject to the following provisions:

(a) Volunteer sign up cards will be distributed for each Sunday season to any bargaining unit employee who seeks branch public service Sunday assignments. The sign up period for each Sunday seasons shall be started within ten (10) days following the posting of the approved vacation calendar for each period. Employees may volunteer to serve on either the west or east side of the county or system-wide at the time of sign up. Employees will have ten (10) days to fill out the cards. Such information will be shared with the Branch Services Administrators prior to schedules being drafted.

(b) (1) If prior to the Sunday scheduling card return deadline, an employee has been approved for a vacation that includes either the Friday or Saturday preceding a Sunday or the following Monday, then the employee will not be required to work the Sunday that falls during that vacation. An employee may not request use of a single vacation day on a Sunday. An employee must note the approved vacation on the Sunday signup card.

(2) At the time volunteer sign up cards are turned in, an employee who is volunteering for at least eight (8) Sundays in a Sunday season may request not to be scheduled on up to two (2) Sundays in that season due to lack of availability (i.e., Blackout Dates). An employee who is volunteering for at least four (4) Sundays in a Sunday season may request one (1) Blackout Date in that season .i.e., The Library will not schedule an employee on any of the employee's Blackout Dates unless so many bargaining unit employees have requested the same Blackout Date that the Library cannot fulfill its staffing requirements on that Sunday. In such case, employees will be scheduled in inverse order of seniority.

(c) The Library will conduct a separate Sunday sign-up process each season for any non-public service classification that needs to be staffed on Sundays to support public service work. Employees in the

applicable classification will initially volunteer for Sundays and the Library will make a good faith effort to equalize opportunities among those employees who volunteer. If there are insufficient volunteers during the sign-up process, the Library will offer any available open Sunday assignments to bargaining unit employees in other classifications in the same department or division who are qualified to perform the available work. If there are still insufficient volunteers, the Library may assign non-bargaining unit staff to fill remaining slots or assign a mandatory to employees in the affected classification. The limitation on number of mandatory assignments per season does not apply to non-public service classifications. As much advance notice as possible will be provided to the employee. While such employees are eligible to volunteer for branch public service assignments on Sundays, mandatory work in their normal classification shall have priority in all cases.

(d) An employee who has appropriate educational qualifications and wishes to volunteer for a position above or below his/her regular classification is required to sign up for at least four (4) Sundays in a Sunday season in the other classification. The Library reserves the right to schedule the employee in his/her regular job title if needed to achieve local complement in the employee's home branch or to minimize mandatory assignments. A copy of the employee's degree must be on file with Human Resources prior to submitting the volunteer sign up card. The employee is not required to volunteer for any additional Sundays in his/her regular job title.

(e) An employee who calls off on Saturday after 3:00 p.m. or on the same day ("Short-notice Call-Offs") must use the Sunday call-off line and must state the reason for the call-off.

(f) An employee who has two (2) or more Short-notice Call-Offs or no-shows in one (1) Sunday season may, in the Library's sole discretion, be excluded from participation in the voluntary assignment process for the next season, be excluded from the Sunday same day call list and Sunday seven day notice list for the remainder of the current Sunday season and the following Sunday season, and be treated as the least senior employee for purposes of mandatory assignments for the following Sunday season under Section 6(b), below. Such employee may also be subject to counseling and progressive discipline. Such employee is still subject to mandatory assignment in the current and next Sunday season.

5. The voluntary assignment process, except as limited by C(3), will be subject to the following provisions:

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(a) Seniority will be used as the basis for scheduling Sunday assignments using the most recent seniority list. Except when staffing complement or age specialty requires otherwise, volunteer assignments will rotate down from the most senior employee to the least senior employee, with the most senior employee's requests for Sunday hours in a specific classification being filled first.

(b) If the Library determines that less than half the branches will be open on Sundays, then the Library and the Union will meet and confer to discuss possible modification of the manner in which seniority is used in the voluntary assignment process.

(c) An employee whose regular position is a branch on the east or west side may be assigned to any branch on that side of the County. Exceptions to this assignment procedure may be granted at the request of the employee by noting it on the Sunday card. An employee in ADM may be assigned to any branch on the east and/or west side or system-wide as requested by the employee.

(d) An ADM employee who has worked one hundred and twenty (120) hours or more in branch public service on Sunday during the preceding nine seasons will be scheduled at the same time as the branch public service staff. The Library will calculate the number of hours an ADM employee has worked in a branch public service position prior to each Sunday sign-up period and provide a copy to the Union Executive Board Chair.

(e) An ADM employee who has not worked one hundred and twenty (120) hours in branch public service on Sunday during the preceding nine Sunday seasons will be scheduled after the process described in Sections 5(c) and (d) above has been completed.

(f) Following the initial scheduling of assignments, a draft schedule will be posted in each branch and ADM. All qualified bargaining unit branch employees and ADM employees who volunteer pursuant to Section 5(c) or (d), above, will be permitted at that time to sign up for additional Sunday hours to the extent those hours are available. Assignments of those who volunteered on the draft schedule will be made based on seniority, with the most senior employee receiving all additional assignments requested first, then the second most senior, etc.

(g) If the schedule still has open shifts, the Library may use qualified substitute employees and other qualified non-bargaining unit personnel to fill the remaining shifts, unless mandatory assignments are necessary for staffing complement. The Library will make a good faith effort to minimize the number of mandatory assignments required for

bargaining unit employees by considering all of its available options for Library branch staffing.

6. The mandatory assignment process will be subject to the following provisions:

(a) A branch employee or qualified ADM employee (i.e., one who has worked one hundred and twenty (120) hours or more in the nine (9) previous Sunday seasons) who has volunteered pursuant to Section C(4)(a) for at least four (4) Sundays in the Sunday season will not be subject to mandatory assignments during that season, unless the employee has lost the benefit of this provision as a result of two (2) or more Short-Notice Call-Offs under Section 4(f), above.

(b) The Library will create a primary mandatory assignment pool comprised of all branch bargaining unit employees and qualified ADM employees who volunteered for zero (0) Sundays prior to the draft schedule in a season pursuant to Section C.4.a, above, as well as those employees with two or more Short-Notice Call-Offs under Section 4(f), above.. Reverse seniority will be used as the basis for scheduling mandatory Sunday assignments, with Short-Notice Call-Off employees scheduled first by reverse seniority followed by those employees who volunteered for zero (0) Sundays. Subject to the foregoing, mandatory assignments will rotate up from the least senior branch employee within a specific job title to the most senior employee, with the least senior employee being the first to receive one Sunday, then the next least senior employee, etc.

Mandatory assignments will be made on the basis of the employee's expressed geographic preference and by job title, and complement.

(c) If there are no employees designated to the primary mandatory assignment pool (due to all qualified bargaining unit employees volunteering pursuant to Section C(4)(a) to work at least one (1) Sunday in a season), or if there are still open shifts after the first round of mandatory assignments, then the Library will create a secondary mandatory assignment pool comprised of those branch bargaining unit employees and qualified ADM employees who have volunteered for a Sunday pursuant to Section 4(a), but who volunteered for 1, 2, or 3 Sundays in the season. The Library may mandatorily assign one (1) Sunday to each employee in the secondary mandatory assignment pool based on reverse seniority in a specific job title starting with the least senior employee and rotating upward through the seniority list. Employees from the secondary mandatory assignment pool shall, for each mandatorily assigned Sunday, receive their choice of compensation—double time off or paid time and

one-half. Such method of compensation must be elected on the volunteer sign up card and is then in effect for the months covered by the sign up period.

(d) The process referenced in Sections 6(b) and (c), above, may be repeated until all remaining openings for Sunday hours have been filled.

7. An employee who volunteers to work not less than twelve (12) Sundays in a Sunday season may give away three (3) Sunday assignments in such season. An employee who volunteers to work not less than eight (8) Sundays in a Sunday season may give away two (2) Sunday assignments in such season. An employee who volunteers to work not less than four (4) Sundays in a Sunday season may give away one (1) Sunday assignment in such season. All such give-ways must be with the prior approval of the Library. In such circumstances, the Library will find a replacement for the employee.

8. The Library will provide training for employees scheduled to work in branch public service positions on Sunday subject to the following provisions:

(a) When employees from ADM or branch staff working another position in which they do not work additional hours are first assigned to Sunday work, they will be scheduled for an orientation prior to the start of the Sunday season for the segments that provide theoretical and practical experience for Sunday assignments, and shall be scheduled for hands-on training at a Branch Library.

(b) During training for Sundays, an employee will be paid at the straight time rate applicable to the job the employee will be performing on Sundays.

(c) Sunday employees from ADM and branch staff working in another position in which he/she does not work additional hours who have not worked in the immediately preceding Sunday season will be offered four (4) hours of refresher training on Library time.

(d) If a PSA, a clerk serving as a passport agent, or professional employee is being assigned to a particular branch for the first time for Sunday work, prior to the Sunday assignment, the Library may provide a tour to acquaint the employee with the facility.

9. If during the course of a Sunday season, the Library determines the performance of the employee from ADM or branch staff working in another position in which he/she does not work additional hours who is scheduled in another position is not satisfactory, the Library may remove the employee from the Sunday schedule. The Union will be notified when an employee is removed from the schedule. Such employee may request re-training on a one-time basis.

(a) Such removal shall have no bearing on the employee's performance evaluation in his/her regularly scheduled position.

(b) The Library's decision to remove an employee from the Sunday schedule under these circumstances shall not be grievable.

(c) An employee from ADM removed from the schedule will not be eligible to volunteer for branch public service Sunday assignments in the future, unless the employee successfully completes his/her one-time retraining opportunity.

(d) An employee with appropriate educational qualifications who has been removed from the schedule will not be eligible to volunteer for branch public service Sunday assignments in the future at the higher rated position, unless the employee successfully completes his/her one-time retraining opportunity. She/he will still be eligible to volunteer for assignments in his/her regular position.

10. Employees may trade Sunday assignments by mutual agreement and with the approval of the Library. Trading may be across age level specialties with approval.

11. An employee whose hours are increased or whose job site has transferred across the Library's service area from one side of the county to the other may reduce his/her assigned Sunday hours by submitting a revised volunteer sign up card to the Branch Services Director in the region where the Sunday hours are assigned. The Library will make a good faith effort to fulfill the request within six (6) weeks.

12. If the Library becomes aware of an open shift on a Sunday schedule more than seven (7) days in advance and decides to fill the opening, it will use the following procedure: the Library will send an email communication to all employees who during the sign-up process have requested consideration for such open shifts. The communication will specify the Sunday dates that must be filled. Employees who are available (not already scheduled) on one or more of the open dates will then have seventy-two (72) hours to respond, and the most senior employee who timely responds will receive all of the additional assignments requested first, the second most senior employee who timely responds will receive all of the additional assignments requested second, etc. Sunday hours that become available with seven (7) or fewer days of notice may be filled by the Library in its discretion. An employee must have volunteered for the season to be on the same day volunteer list or the seven (7) day list.

13. Employees who are called and accept an assignment on a Sunday to fill in for a staff member who calls off shall be paid double time for all hours worked on that Sunday.

D. Breaks and Meal Periods.

1. Employees who work more than six (6) hours in a work day, which is completed before 6:00 p.m., shall be granted an unpaid thirty (30) minute meal period during the work day. Meal periods are the employee's own time. Ordinarily, the supervisor may not require an employee to work during his/her meal time. A bargaining unit PIC may leave the building for his/her meal time.

(a) Employees shall not be permitted to take their meal period outside a Library facility if, as a result of such departure, the facility would be left with only one (1) employee in the building during the meal period. In such case, the employee shall be compensated for such time at her/his regular rate of pay.

(b) If an employee is required to work during her/his meal period, the employee shall be compensated for the meal period or, when possible, shall have her/his meal period extended.

2. A supper period of forty-five (45) minutes, which includes the fifteen (15) minute evening relief period, is available on paid Library time if the person works afternoons and evenings for at least six (6) hours on the day when the supper allowance is granted. Employees working a split shift do not receive the forty-five (45) minute supper allowance. Employees who are assigned to work a split shift shall start the second segment of that shift at 5:30 p.m. and shall be paid for four (4) hours for the second segment of that shift.

3. A relief period, not to exceed fifteen (15) minutes, shall be provided on Library time for every employee during each four (4) hours worked, provided, however, that the fifteen (15) minute break for employees working the afternoon and evening shift shall be combined with the paid thirty (30) minute supper period for a total paid break of forty-five (45) minutes. Such relief periods are to be taken at a time when the employee can be spared from the work schedule, and with the permission of the supervisor.

4. Compensatory time or plus time resulting from staff meetings shall be considered as hours worked for purposes of breaks and meal periods.

E. Overtime and Premium Compensation.

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

shall be paid double time for all hours worked on actual holidays (listed in Article XIII.B.1) in addition to his/her holiday pay when the Library is closed. Employees shall also be paid double time for all hours worked during a system-wide closure, as provided in Article XXII(C)(4). For purposes of this provision only, and applicable only to employees in maintenance, shipping, delivery and data classifications, "hours worked" includes paid regular holiday time, sick time, personal leave time, vacation time, and regular or floating holiday time taken as compensatory time off.

2. Prior approval for overtime work must be obtained from the area administrator except in cases of recognized emergencies. The Library will make a good faith effort to recruit appropriately qualified volunteers for overtime work provided, however, that employees may be required to work overtime. In a non-emergency situation (defined as work which could be completed during the next regular work day without risk of harm to Library facilities or operations), a change in overtime previously scheduled which would extend overtime may be refused if the employee has a pressing family obligation or prior commitment that cannot be rescheduled.

3. Employees shall not be required to work more than twelve (12) hours without an eight (8) hour break.

4. Any employee required to be on call for emergency needs shall be paid Three Dollars (\$3.00) per hour for the period of time spent on call. Employees shall be placed on "on-call duty" on a rotating and equitable basis.

(a) All employees who are required to use a Library-provided communication device in their homes for emergency work shall be provided with internet connectivity in their homes for business use.

5. In all departments at Administration, overtime shall be scheduled on a rotating and equitable basis among those qualified to do the work.

6. Employees who are called in to report in an emergency situation are required to report immediately (within one (1) hour after receipt of the call), and shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay. The Library will endeavor to give four (4) hours notice on a "call out" for snow plowing duty. Mileage for bargaining unit members shall be paid at the IRS rate.

7. Employees who are not on call shall receive a minimum of three (3) hours of compensation at the rate of time and one-half of their applicable rate of pay on each such occasion of reporting for work in an emergency situation.

8. Hours outside the normal work schedule spent in snow plowing will be compensated at time and one-half.

9. Employees will not normally be contacted to answer questions regarding work-related duties or assignments when they are off-duty, unless absolutely necessary. If an employee is contacted, he/she will be paid his/her hourly rate for a quarter hour or the actual time worked, whichever is greater.

10. (a) Media Services staff who are required to work on their scheduled day off due to programming or other special events may be required to adjust their work schedule to avoid the payment of overtime.

(b) If a Media Services staff is required to work after 10:00 p.m. or prior to 7:00 a.m., the employee will receive time and one half (1-1/2) for such hours worked. If such staff are required to work on a holiday when the Library is normally closed, the employee will receive double time for such hours worked.

(c) If a Media Services staff is required to report to a CCPL worksite or off-site assignment for hours that are not contiguous to his/her scheduled work hours, he/she will receive a minimum of three (3) hours of "call-in" pay at his/her applicable hourly rate of pay.

11. In the event a branch holds a special program or event, bargaining unit employees who are assigned to work the program or event will receive time and one half for all hours worked after 5:30 p.m. or prior to 7:00 a.m. on a Friday or Saturday or on a holiday when the Library is normally closed provided such special program or event has been approved in writing by the Branch Services Director.

F. Compensatory Time.

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

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

(b) Each employee may accrue up to two hundred and twenty-five (225) hours of unused compensatory time (one hundred and fifty (150) hours of actual overtime) for overtime hours worked. Employees who have accrued unused compensatory time up to the limit must be paid cash for additional overtime worked until the unused compensatory time balance drops below two hundred and twenty-five (225) hours.

(c) The employee's request for use of unused compensatory time will be approved if the use would not unduly disrupt the operations of the Library.

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

(e) If the Library pays cash for accrued compensatory time, it shall be paid at the employee's regular rate of pay at the time of payment.

(f) Upon termination of employment, unused compensatory time shall be paid at a rate which is the higher of: (1) the employee's average regular rate for the last three (3) years of employment; or (2) the employee's final regular rate of pay.

(g) The above provision is subject to modification to assure compliance with applicable federal regulations.

(h) Compensatory time shall be recorded on the employee's time card and signed by the employee's supervisor at the time it is earned as well as when accrued compensatory time is used.

ARTICLE XIII

VACATIONS AND HOLIDAYS

A. Vacation.

1. New employees begin to accrue vacation time from the date of hire, but shall not be permitted to use any vacation time until six (6) months after the date of hire.

2. Employees, at any given date, beyond the first six (6) months of employment shall be able to use only that vacation which has accrued to that date.

3. On December 31 of each calendar year, accrued vacation hours in excess of those referenced below are cancelled.

10 day allowance: 120 hours

15 day allowance: 180 hours

20 day allowance: 240 hours

22 day allowance: 264 hours

25 day allowance: 300 hours

4. (a) Annual vacation allowances are granted to full-time employees hired on or before March 31, 2010 based solely on their seniority as defined in Article VIII in accordance with the following schedule:

Grade 11 and up:

Length of Service

1 year through 25 years	22 working days
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Grade 10:

Length of Service

1 through 3 years	15 working days
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4 through 25 years	22 working days
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Grades 1 through 9:

Length of Service

1 through 3 years	10 working days
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4 through 12 years	15 working days
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13 through 15 years	20 working days
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16 through 25 years	22 working days
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After twenty-five (25) consecutive benefit eligible years, refer to XIII(A)(7).

(b) Annual vacation allowances are granted to full-time employees hired on or after April 1, 2010 based solely on their seniority as defined in Article VIII in accordance with the following schedule:

Grade 11 and up:	
Length of Service	
1 or more	22 working days
Grades 1 through 10:	
Length of Service	
1 through 5 years	10 working days
6 through 15 years	15 working days
16 through 25 years	20 working days

After twenty-five (25) consecutive benefit eligible years, refer to XIII(A)(7).

5. Part-time employees averaging sixteen (16) hours or more per week earn a pro-rated vacation as determined by their grade and (FTE) service year and date of hire.

6. Vacations are scheduled by the immediate supervisor, subject to final approval of scheduling by the Branch/Department Manager. Vacation scheduling requests shall be submitted three (3) times per year: January 1 – 15 for vacations requested for May through August; May 1 - 15 for vacations requested for September through December; and September 1 – 15 for vacations request for January through April.

(a) The vacation calendar showing approved time for the following period will be posted in an accessible place by March 1, July 1, and November 1. Once vacation time is scheduled, it cannot be changed in favor of a more senior employee. Vacation requests that have not been scheduled pursuant to the paragraph above should be submitted at least one (1) month in advance. Such requests ordinarily will be approved or denied by the supervisor within ten (10) working days of the submission of the request.

(b) Staffing the Library or Department is the priority consideration in determining approval of vacation requests.

(c) When conflicting vacation requests are submitted, final determination by the Branch/Department Manager will be based on seniority using a vacation seniority list maintained for that purpose. Once an employee has used his/her seniority to prevail on a conflicting vacation request, that employee will rotate to the bottom of the list. This rotation continues with each conflicting bid and the list is carried over from one vacation season to the next.

(d) An employee who transfers job locations shall be placed in the vacation bidding rotation at the new location in accordance with her/his system wide seniority. Previously approved vacations will be honored at the new location.

(e) The foregoing shall not prevent the request and granting of vacations at other times as Library scheduling needs permit.

(f) Vacation plan requests which require a financial commitment to be made by the employee prior to the bidding period shall be exempt from the bidding procedure.

(g) An employee will not be permitted to work as a substitute in the CCPL system during a day that vacation is taken.

(h) An employee can cancel his/her approved vacation with a minimum of one (1) week's notice to his/her supervisor.

7. After the equivalent of twenty-five (25) consecutive years of work, employees averaging sixteen (16) hours or more per week, all employees will automatically receive twenty-five (25) working days (five (5) weeks) vacation time annually, or the prorated equivalent based on the average hours scheduled per week or over the course of the twenty-five (25) equivalent years. If it is the employee's advantage she/he may keep his/her current allocation instead of diluting it by averaging it over twenty-five (25) years, e.g., if the employee recently moved to full-time.

8. Employees may combine vacations with either regular or floating holidays by submitting for approval of the Branch/Department Manager on the vacation request form.

9. No employee shall be involuntarily scheduled to interrupt a vacation period.

10. Employees will accrue vacation leave at the conclusion of each pay period at the following rates per compensated hour (excluding sick bank hours and overtime):

(a) Employees entitled to 10 Vacation days/year: .0385 hours, to a maximum of 3.08 hours/pay period for a full-time employee.

(b) Employees entitled to 15 Vacation days/year: .05775 hours, to a maximum of 4.62 hours/pay period for a full-time employee.

- (c) Employees entitled to 20 Vacation days/year: .077125 hours, to a maximum of 6.17 hours/pay period for a full-time employee.
- (d) Employees entitled to 22 Vacation days/year: .08462 hours, to a maximum of 6.77 hours/pay period for a full-time employee.
- (e) Employees entitled to 25 Vacation days/year: .09625 hours, to a maximum of 7.70 hours/pay period for a full-time employee.

11. An employee who is incapacitated during a vacation due to a properly documented serious health condition shall be permitted to use accrued sick leave in lieu of vacation leave for the period of incapacity.

B. Holidays.

1. The following days shall be observed as regular holidays on which the Library will be closed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

(a) Regular full-time employees are allowed time off with regular rate of pay for the above-mentioned holidays.

(b) Regularly scheduled part-time employees who work sixteen (16) hours per week or more are allowed to take pro-rated paid holidays at their regular rate of pay.

(c) To be eligible for holiday pay, the employee must have worked her/his scheduled workday immediately preceding the holiday and immediately following the holiday, unless the absence is for an approved use of accrued sick leave or the absence is with the prior approval of the Branch/Department Manager.

(d) Regularly scheduled part-time employees hired on or before March 31, 2010 shall have the following options: 1) taking their pro-rated paid holiday within the pay period in which the regular holiday falls; or 2) taking pro-rated holiday time off within one hundred eighty (180) days of the regular holiday; or 3) cashing out the holiday. Regularly scheduled part-time employees hired on or after April 1, 2010 shall have only the first two (2) of the foregoing three (3) options. In order to facilitate master scheduling throughout the Library system, the affected part-time employees shall notify their supervisors in writing or by email of their

preference either within the vacation bidding period for the date(s) they are seeking or no later than two (2) months prior to such holidays if the employee did not submit during the vacation bidding period. The Library shall respond to the employee's request within ten (10) working days of submission of the request. The Library shall grant the employee's preference unless staffing requirements preclude giving the employee time off within the pay period. If the Library cannot grant an employee's preference for time off within the pay period, an employee hired on or before March 31, 2010 may choose one of the other two options. An employee's failure to notify the supervisor will result in the Library selecting the option which best meets the Library's needs. The scheduling of pro-rated holiday time off within one hundred eighty (180) days of the holiday shall be in accordance with Article XIII(B)(2).

(e) If a regular holiday falls on a Saturday or Sunday and the Library decides not to close on the preceding Friday or following Monday, then employees will have the option of receiving holiday pay at their straight time regular rate of pay or may take holiday time off within one hundred eighty (180) days of the holiday. Employees hired on or after April 1, 2010 shall have only the option of taking holiday time off within one hundred eighty (180) days of the holiday.

2. The following days shall be designated as floating holidays: Martin Luther King Day, President's Day, Veteran's Day and Columbus Day.

(a) The Library shall remain open on the above-mentioned floating holidays.

(b) (1) For each floating holiday, staff hired on or before March 31, 2010 will have the option of receiving holiday pay at their straight time regular rate of pay or shall be eligible to take equivalent compensatory time off for these floating holidays within one hundred eighty (180) days following the day on which the holiday is officially observed.

(2) For each floating holiday, staff hired on or after April 1, 2010 shall be eligible to take equivalent compensatory time off for these floating holidays within one hundred eighty (180) days following the day on which the holiday is officially observed.

(c) Scheduling of this compensatory time off must be with the prior approval of the employee's immediate supervisor and Branch/Department Manager.

(d) An employee returning from an approved leave of absence of thirty (30) calendar days or less shall receive the floating holiday allowance if the floating holiday allowance is taken within one hundred eighty (180) days following the date of the official observance of the holiday.

(e) If an employee changes the number of hours she/he works per week, the floating holiday allowance to be carried forward shall be based upon the number of hours per week she/he worked when the floating holiday was officially observed.

(f) The allowance for a floating holiday on which the employee is scheduled to work may be used before the actual date of that holiday, but only within the payroll period in which the holiday is officially observed.

(g) When an employee has the option of receiving holiday pay or taking equivalent compensatory time off, the option of receiving holiday pay must be noted on the employee's time card for the workweek in which the holiday falls.

3. April 20, 2014, July 5-6, 2014, April 5, 2015, and March 27, 2016, and the Saturdays and Sundays before Memorial Day and Labor Day are not scheduled work days for the Library.

4. The Library shall close at 5:30 p.m. on the Wednesday before Thanksgiving Day and the Library shall have the right to adjust the work hours of all bargaining unit employees accordingly.

5. December 26 (Saturday) and 27 (Sunday), 2015, the Library will close for the Christmas Holiday.

6. July 5 (Sunday), 2015, the Library will close for the Fourth of July Holiday, in addition to the Fourth of July.

7. July 3 (Saturday), 2016, the Library will close for the Fourth of July Holiday, in addition to the Fourth of July.

ARTICLE XIV

PAID LEAVES OF ABSENCE

Nothing in Articles XIV or XV of this Agreement shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the Family and Medical Leave Act of 1993. If an employee takes any form of leave pursuant to Articles XIV or XV of this Agreement under circumstances in which the employee is also eligible for FMLA leave, the employee will be deemed to be on FMLA leave concurrently with any other form of leave the employee is granted pursuant to Articles XIV and XV. Effective January 1, 2015, FMLA leave will be calculated on the basis of a rolling one-year period looking backward, rather than on a calendar year basis. An employee eligible for leave under the FMLA under circumstances that also qualify for use of sick leave under this Article or medical or parental leave under Article XV will be required to use all accrued sick leave and all but forty (40) hours (or pro-rated equivalent for part-time employees) of accrued vacation leave before being granted unpaid FMLA leave or sick bank. For purposes of Articles XIV and XV, "serious health condition" shall be as defined in the Family and Medical Leave Act of 1993.

A. Sick Leave.

1. (a) A full-time member of the bargaining unit hired on or before March 31, 2010 will accrue sick leave at the conclusion of each pay period at the rate of .05775 hours per compensated hour (excluding sick bank hours and overtime), to a maximum of 4.62 hours/pay period for a full-time employee up to one hundred and twenty (120) hours for a full year's employment, and a total accumulation not to exceed eight hundred (800) hours plus any additional accumulation for the current year. On December 31 of each calendar year, accrued sick leave in excess of eight hundred (800) hours is cancelled as reflected in the first pay stub of the next year. Part-time employees working sixteen (16) hours or more per week shall receive a pro-rata share.

(b) A full-time member of the bargaining unit hired on or after April 1, 2010 will accrue sick leave at the conclusion of each pay period at the rate of .0385 hours per compensated hour (excluding sick bank hours and overtime), to a maximum of 3.08 hours/pay period for a full-time employee up to sixty (60) hours for a full year's employment, and a total accumulation not to exceed eight hundred (800) hours plus any additional accumulation for the current year. On December 31 of each calendar year, accrued sick leave in excess of eight hundred (800) hours is cancelled as reflected in the first pay stub of the next year. Part-time employees working sixteen (16) hours or more per week shall receive a pro-rata share.

(c) A new employee who is hired within one year of the date on which he or she last worked for another Ohio public employer subject to PERS, or other Ohio retirement system recognized by PERS, will be credited with his or her unused balance of accumulated sick leave upon written verification from that previous employer up to a maximum sick leave carryover of eight hundred (800) hours. The new employee is responsible for obtaining that written verification.

(d) An employee who returns to the Library after a separation of service of less than twelve (12) months shall be credited with his/her unused balance of accumulated sick leave which existed at the time of his/her original separation from service or, if the employee is returning from another public employer subject to PERS, the amount verified by that employer as provided under the first sentence of this subsection.

2. Sick leave may be used if needed for personal illness that renders the employee unable to perform his/her job during the period such leave is requested or renders the employee contagious, injury that renders the employee unable to perform his/her job during the period such leave is requested, medical appointments that cannot be scheduled outside of work hours, disability resulting from pregnancy, or illness or injury of an employee's spouse, domestic partner, dependent child or other person living in the employee's home where the employee's presence is medically required. Sick leave may also be used for serious health conditions of an employee's parent, child, in-law, sibling, or other person for whom an employee is legally responsible, but in all such cases only when the employee is the primary caregiver.

3. (a) Staff members shall notify their immediate supervisors as early as possible when unable to report to work. The employee shall provide and the supervisor may solicit only that information which is necessary to assess the employee's need for sick leave. Sick leave with pay shall be granted, provided the employee has reported the illness or injury to her/his immediate supervisor or department manager, where possible, not later than the scheduled start of her/his work day.

(b) For a sustained illness of more than three days, the employee must communicate his/her doctor's orders regarding being off work, including the expected return date or, if no doctor has been seen, the employee must report off not later than the scheduled start of each work day. The employee must notify her/his supervisor with a change in the return date.

(c) If an employee has been absent due to illness or injury for more than three (3) days and has seen a doctor, he/she must provide HRD with a return-to-work statement from his/her doctor. If the doctor's statement includes any restrictions, then the employee must submit that

statement to Human Resources as far in advance of his/her return to work date as practicable and shall not be permitted to return to work until the employee has been told by Human Resources that he/she is approved to return to work. HRD will make a good faith effort to advise the employee within two business days of receiving the doctor's statement. If the employee is returned to work with restrictions but that return is delayed by the HRD decision-making process, the employee will be in paid status during the period of such delay. If HRD denies a return to work with restrictions, HRD will notify the Union.

4. The Library may require a doctor's certificate in cases of frequent or extended absence, as proof of fitness to return to work, as proof of the employee's role as primary caregiver and that the employee's presence is medically required, or if the Library suspects abuse or misuse of the sick leave benefit. Whenever management requires a doctor's certificate related to this provision, the Library's counseling will specify the initial period for which a doctor's note will be required for all sick leave absences and will notify the Union that it has communicated this requirement to the employee.

5. Falsification relating to use of the sick leave benefit will result in the discipline of the employee.

6. The Library will investigate any employee who it suspects may be abusing the sick leave benefit, including a pattern of regular or frequent use of sick leave or a pattern of use of sick leave shortly following its accrual. Once the Library completes its investigation, if it determines the employee has abused sick leave, the use of progressive discipline is appropriate in an effort to correct the sick leave abuse.

7. The Library retains the right to place an employee on the appropriate type leave and send the employee home when the employee is suffering from illness or injury that exposes the employee's co-workers, Library patrons or the employee to increased risk of injury or infection.

8. Sick leave may be used in fifteen (15) minute increments.

9. An employee who desires to return to work on a reduced-hour status following the use of sick leave must make the request in writing to the Human Resources Director at least one (1) week in advance of the proposed return to work date. The request must be accompanied by medical documentation satisfactory to the Library that supports the medical necessity of a reduced-hour status. The Library will consider such requests consistent with its obligations under the ADA and the FMLA, as applicable. A return on a reduced-hour status shall continue for no more than six (6) consecutive calendar weeks.

B. Sick Leave Bank.

1. The Board shall provide a sick leave bank for employees with long-term illnesses or injuries or serious health conditions which shall operate under the following procedures:

(a) An employee with a serious health condition that incapacitates her/him for thirty (30) consecutive calendar days or more who has exhausted her/his sick leave benefits and all paid time off benefits (vacation, floating holidays, personal time and compensatory time) except for forty (40) hours of accrued vacation time (or pro-rated equivalent for part-time employees), may request additional sick leave benefits by submitting the sick leave bank request form to the Director of Human Resources or designee, who will promptly forward the form to each member of the Health Care Committee. An employee with a serious health condition, following initial qualification for sick leave bank benefits, will be eligible for additional sick bank benefits for the same serious health condition without a new qualifying period of incapacity, provided a sick bank application is submitted within one hundred twenty (120) days of the employee's return to work from his/her prior sick bank leave.

(b) In addition to the circumstances described in subsection B(1)(a), above, the Health Care Committee shall also have the authority to approve the use of sick bank benefits for an employee who suffers from a serious health condition but who may not need to be absent thirty (30) consecutive calendar days. The Health Care Committee may only approve sick bank benefits if the employee is a member of sick bank. In addition, the employee must have been absent at least fourteen (14) consecutive calendar days during the previous twelve (12) month period for the same serious health condition, or must be expected to be absent at least fourteen (14) consecutive calendar days for the serious health condition at the time of the employee's application for sick bank benefits.

(c) The employee with a serious health condition must present a physician's statement to the Human Resources Division along with her/his sick leave bank request form; such statement must estimate the time when the employee may return to work. Each member of the Health Care Committee shall be informed of all requests for sick leave bank benefits. The Health Care Committee may determine to require the employee to supply additional statements from his/her attending physician in order to qualify for additional sick bank benefits. The Health Care Committee may also require an employee to be examined by a medical provider selected by the Library if the information provided by the employee's medical provider for initial or continuing eligibility for use of the sick leave bank is insufficient. In such cases, the Health Care Committee will give written notice to the employee of the requirement of an additional examination

and the expectations for the medical examination. The results of the medical examination will be reviewed with the employee. The cost of the examination is to be paid by the Library.

(d) The employee must have a reasonable expectation that she/he will return to work based on the physician's statement in order to request sick time donations.

(e) The Health Care Committee has the authority to review individual cases and approve or reject all sick bank applications based on the eligibility criteria established herein. The Health Care Committee will give written notice to the employee of acceptance or rejection of her/his sick bank application with appropriate notice also provided to members of the Committee and to the employee's Branch/Department manager. The Health Care Committee may make adjustments to the sick bank program so long as such adjustments do not contradict the express terms of this Agreement. The Committee may request additional donation of sick bank hours from Library employees who earlier donated when the total number of hours in the sick bank falls below one thousand (1,000) at any point during the calendar year.

(f) Effective January 1, 2015, an employee may receive in any rolling one-year period up to one thousand (1,000) hours of sick bank hours donated by other employees if sick bank is being used for the employee's own illness or up to five hundred (500) hours if sick bank is being used for the illness of any person who falls within the scope of Section A(2) of this Article, provided such person has a serious health condition, the employee's presence is medically required, and the employee is the primary caregiver. These amounts shall be prorated for part-time employees.

(g) 1. To be eligible to participate in sick bank benefits, an employee must have completed six (6) months of service with the Library. Upon completion of six (6) months of employment, a new employee must enroll in the sick bank within thirty (30) days following his/her six (6) month anniversary. On a one-time basis, the Library will waive the thirty-day (30) window requirement for any new employee whose six (6) month anniversary falls on or before the effective date of this Agreement. A new employee or an employee who was eligible to donate in the immediately preceding year but did not do so must donate eight (8) hours of sick leave if the employee regularly works twenty-eight (28) hours or less; the donation is sixteen (16) hours of sick leave if the employee regularly works more than twenty-eight (28) hours per week. For employees who donated in the immediately preceding year the donation is four (4) hours for employees who regularly work twenty-

eight (28) hours or less; the donation is eight (8) hours for employees who regularly work more than twenty-eight (28) hours per week. All of the foregoing donation amounts shall be pro-rated (i.e., fifty percent) for those employees hired on or after April 1, 2010.

2. An employee who donated to the sick leave bank in the immediately preceding year will remain in the sick leave bank and his/her donation will automatically be debited by the first pay in February unless he/she opts out in a timely fashion in accordance with procedures established by the Human Resources Division. An employee who did not donate in the immediately preceding year must complete the enrollment process established by the Human Resources Division by the end of January. Employees absent on a long-term leave and who have insufficient accruals of sick leave to donate the required amount are exempt from this requirement and may participate in the sick bank for that calendar year by making the required donation not later than ninety (90) days following their return to work. In January of any year, the Library and the Union, upon the recommendation of the Health Care Committee, may waive or reduce the requirement of a new contribution from employees who were members of the sick bank in the immediately preceding year when the balance in the sick leave bank is deemed sufficient to meet the anticipated need in the coming year.

(h) Both bargaining and non-bargaining unit employees may make and request sick leave bank donations.

(i) During sick bank usage, the employee will not accrue vacation, sick or other paid time off.

(j) No grievance may be filed regarding a decision of the committee.

(k) If an employee is unable to return to work upon completion of approved sick bank, she/he may request a medical leave and shall have such reinstatement rights as are set forth in Article XV(D)(5). In all other cases, an employee shall resume her/his former position upon completion of any approved sick bank usage.

(l) If an employee is unable to return to work at the time originally designated by the employee's physician, a request for an extension of sick bank usage is subject to the same approval process as the initial application.

(m) The Library may temporarily replace an employee on approved sick bank. Upon the employee's exhaustion of sick bank leave and use of thirty (30) days of unpaid medical leave as per Article XV(D)(4), the Library shall have the option of placing the temporary employee in the position on a permanent basis without posting.

(n) There shall be no other form of sick leave donation except as set forth herein.

2. To be eligible to return on a reduced-hour work status (assignment to hours less than those worked by the employee prior to her/his serious health condition and use of sick bank benefit) and to use the sick bank supplement, the following conditions must be satisfied:

(a) The employee must be absent from work at least thirty (30) consecutive calendar days as a result of a serious health condition or have satisfied the qualification in Paragraphs B(1)(a) or B(1)(b), above, and otherwise qualified for participation in the sick leave bank.

(b) The employee who desires to return on a reduced-hour status must make the request in writing to the Human Resources Director at least two (2) weeks in advance of her/his desire to return. This request must be accompanied by written approval of such return from the employee's attending physician.

(c) A return on a reduced-hour status shall continue for no more than six (6) consecutive calendar weeks.

(d) The attending physician must provide a written status authorizing the employee's return on a reduced-hour work schedule and specifying that such return is medically appropriate, will present no additional medical risk, and that the employee will be able to perform regular job duties while working a reduced schedule. Any medical limitations or schedule restrictions, including hours per day or days per week, must be specified by the attending physician.

(e) To return on a reduced-hour schedule, the employee must be able to work a schedule and perform the duties required by the job description. The Human Resources Director shall determine if the employee's request can be accommodated. If not returned on a reduced-hour schedule, the employee continues to be eligible for sick bank participation at the level set when sick bank benefits commenced in accordance with the contract Article XIV(B).

(f) In the event the Human Resources Director determines that the employee is unable to perform the duties assigned following her/his return to work on a reduced-hour schedule, the employee may be eligible to return to full sick bank status.

(g) Employees may not file grievances to dispute decisions regarding return to work, scheduling, assignments, etc., made by the Library under this Section B(2).

3. If an employee receives approval of a sick bank request, medical leave shall be deemed to run concurrently with sick bank.

C. Personal Leave.

1. A full-time member of the bargaining unit may be granted sixteen (16) hours of personal leave with pay per calendar year. The allowance for part-time employees shall be pro-rated for those averaging sixteen (16) hours per week or more. A new hire may not take personal leave during the first three (3) months of employment with the Library. Personal leave may not be accumulated and carried over into subsequent calendar years.

2. Personal leave may be taken in units of one-quarter (1/4) hour or more.

3. Personal leave may be used only for the following purposes: (a) religious holidays which are not legal holidays; (b) legal and business affairs of the employee that cannot be conducted outside the regularly scheduled workday; (c) funeral of family or friends; (d) school-related conferences that cannot be scheduled outside the regularly scheduled workday; (e) sick leave (as per Art. XIII(A)(2)) if the employee has exhausted accrued sick leave; (f) for an emergency; or (g) for continuing education class work. Any other purposes (e.g., recreational or social activities or running errands) are not legitimate reasons for use of personal leave.

4. Personal leave shall not be used for outside, gainful employment or to extend a vacation. Personal leave shall not be taken on any day immediately preceding or immediately following any regularly scheduled vacations or holidays, except in cases of emergency and upon prior approval of the Branch/Department Manager.

5. Personal leave must be authorized by the Branch/Department Manager upon prior written request by an employee. An employee shall request personal leave by submitting a completed Personal Leave Request Form to the Branch/Department Manager, indicating the basis for the use of personal leave. If advance approval is not possible due to an emergency, the employee shall submit the Personal Leave Request Form to her/his Supervisor immediately

ARTICLE XIV

upon return from the emergency. In cases of emergency, the employee shall also report the emergency to her/his immediate Supervisor or Branch/Department Manager, where possible, not later than the start of her/his regularly scheduled tour of duty. The Library will not change an employee's posted schedule in order to avoid granting an employee's request for personal leave.

6. Staffing the Library or Department is the priority consideration in determining approval of personal leave requests.

7. In cases of suspicious use of personal leave, the Branch/Department Manager may question an employee about her/his use of personal leave after the fact.

8. Falsification of a personal leave request or improper use of personal leave shall result in discipline.

D. Bereavement and Funeral Leave.

1. All full time employees are entitled to a maximum of five (5) days paid bereavement leave for an absence due to the death of a spouse (including an employee's domestic partner), parent, step-parent, child, or step-child. A maximum of three (3) days paid bereavement leave is available due to the death of a brother, sister, father-in-law, mother-in-law, grandparent, grandchild or any person living in the employee's home.

2. Bereavement leave may be taken in consecutive workdays at the time of death or a portion of the maximum leave may be taken at the time of death with the balance taken in minimum increments of one (1) day during the first six (6) months following the date of death. Any bereavement leave not taken at the time of death may only be used by the employee when necessary to memorialize the deceased or to settle the business or legal affairs of the deceased.

3. All full-time employees are entitled to one (1) scheduled day of paid funeral leave to attend the funeral of an uncle, aunt, first cousin, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or grandparent-in-law. Funeral leave is not in addition to any bereavement leave to which an employee may otherwise be entitled.

4. To be eligible for bereavement or funeral leave, the employee must notify the Branch/Department Manager at the time the leave is taken and must submit a written request on a form available from the Library. For one (1) day funeral leave, proof of death and relationship to the deceased is required for approval of all requests for funeral leave. The Library reserves the right to require such proof regarding requests for bereavement leave.

5. Both bereavement leave and funeral leave are pro-rated for part-time employees.

E. Jury Duty. All employees serving jury duty will be paid their regular salary without deduction for jury fees received from the Court. The employees shall be required to present proof of jury duty before payment is made.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

A. General Provisions.

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

2. A leave of absence is any authorized absence without pay of one (1) day's work or more. Subject to the provisions below, non-probationary employees of the Library are eligible for such leaves. Unless stated otherwise, all forms of unpaid leave are subject to the following conditions:

3. An approved leave of more than thirty (30) calendar days shall require the employee, effective with the first day of the first complete month of such leave, to assume payment of employer-paid benefit premiums for the remainder of the leave period. Upon submission of an application for such leave, the employee will be advised of the date when she/he will become responsible for the premium and the amount of such premium. The employee, if she/he elects to continue to participate in the benefit program, must pay the premium in advance on a monthly basis.

4. Time spent on an unpaid leave of absence, including extensions and time spent awaiting appointment to a vacancy, regardless of duration, shall not be considered toward the accrual of sick or vacation time.

5. A request for an unpaid leave of absence shall be submitted to the Branch/Department Manager in writing at least one (1) month in advance of the anticipated starting date of the leave. In appropriate circumstances the Executive Director may approve leave on shorter notice.

6. If an employee on an approved leave of absence wishes to apply for an extension of that leave, the following conditions shall apply:

(a) The request for extension shall be submitted in writing at least seven (7) calendar days before the date of expiration of the leave.

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

7. An approved unpaid leave of absence may be cancelled by the Executive Director upon evidence that the reason for its original authorization was misrepresented, fraudulent, or had ceased to exist.

8. If an employee returning from a leave of absence is unable to return to his/her former position because it has been filled and if there is no authorized vacancy in the employee's job title within eight (8) hours of the position occupied before the leave, the employee shall be placed on the recall list for the same salary grade for a period not to exceed eighteen (18) months and the provisions of Article IX, Section G shall apply.

B. Types. This Article provides for four distinct types of unpaid leave:

1. Individual Leave
2. Medical Leave
3. Parental Leave
4. Union Leave

C. Individual Leave. A non-probationary employee may request an unpaid individual leave of absence. The leave may be granted with the written approval of the employee's Branch/Department Manager, the appropriate area administrator and the Executive Director. The granting of the leave request shall, at all times, be at the discretion of the Library. Individual leave may be used for reasons related to CCPL employment, to enable an employee to further her/his education or to relieve a hardship condition.

1. The Library shall respond in writing within seven (7) calendar days of its receipt of the request for the leave.

2. In an individual leave of thirty (30) calendar days or less duration, the employee shall return to work in his/her prior position on the first scheduled day following the expiration date of the approved leave. If the employee fails to return on the first scheduled day following the expiration date of the approved individual leave, the employee shall be considered to have resigned effective on the first scheduled work day following the expiration of the leave.

3. Employees returning from an approved individual leave of more than thirty (30) calendar days shall notify the Human Resources Division of their continued interest in their former position at least seven (7) calendar days before the expiration of the leave.

4. Those employees returning from an approved individual leave of absence of more than thirty (30) calendar days shall be given preference over outside applicants for posted positions in their former job titles for which they apply. Selection for such a posted position is not guaranteed.

5. Accrued holiday and vacation time must be used prior to the effective date of an individual leave of absence in excess of thirty (30) calendar days.

6. If an employee's approved leave of absence was for thirty (30) calendar days or less and if the employee applies for and receives an extension which shall extend the length of the leave to more than thirty (30) calendar days, the employee's position shall not be reserved.

7. After the individual leave has been approved, it shall not be cancelled by the employee without the express written authorization of the Executive Director.

8. Employees returning from an approved individual leave of more than thirty (30) calendar days but less than one (1) year, where the leave was taken for purposes of education related to CCPL employment or advancement of a Library career, shall be offered the first authorized vacancy in her/his same salary grade or same job title, subject to the returning employee's seniority placement with respect to all employees listed on all combined reinstatement listings (e.g., LOA returns, layoff, recall), provided the employee returning from the leave has the necessary qualifications and ability to perform the work required satisfactorily and efficiently with an orientation to the position and normal supervision, with the determination of satisfactory performance to be made in the same fashion as set forth in Article X(B).

D. Medical Leave. A non-probationary employee who has a serious health condition may request and shall be granted an unpaid medical leave of not more than six (6) months. An additional six (6) months may be granted at the discretion of the Library.

1. With the application for such leave, the employee shall submit medical verification of her/his serious health condition which forms the basis for the requested leave and the anticipated duration of the leave. The Library reserves the right to require a second opinion by a doctor of the Library's choice and at the expense of the Library. Should the opinions disagree, a third doctor, selected by the employee's and Library's physicians, shall be appointed to conduct an examination and to resolve the dispute.

2. Medical leave will commence upon the employee's exhaustion of accumulated sick leave. The employee must also exhaust all paid time off benefits (vacation, floating holidays, personal time and compensatory time) except forty (40) hours of accrued vacation time (or pro-rated equivalent for part-time employees) before being granted unpaid medical leave, except that an employee who is not eligible for FMLA leave or sick bank is not required to exhaust accrued vacation or holiday time. Medical leave shall run concurrently with sick bank if an employee is eligible for and receives sick bank.

3. Except in an emergency, the employee shall apply for said leave at least one month in advance.

4. An employee returning from a medical leave of thirty (30) calendar days or less shall resume his/her former position.

5. An employee returning from a medical leave of more than thirty (30) calendar days shall be notified of the first authorized vacancy in her/his former job title within the bargaining unit, the total weekly hours of which is within eight (8) hours of the position she/he occupied prior to the medical leave and shall receive such position if qualified. Such notice and right of first refusal shall be given only one (1) time per leave of absence. When the employee's former position has not been posted and filled, and if it remains vacant, such position shall be deemed to be the "first authorized vacancy" to be filled through this procedure, subject to the returning employee's seniority placement with respect to all employees listed on all combined reinstatement listings (e.g., LOA returns, layoff, recall).

6. An employee returning from an approved medical leave shall submit a satisfactory physician's statement prior to returning to work.

7. Time spent on an approved medical leave including extensions and time spent awaiting appointment to a vacancy in the employee's former job title, regardless of duration, shall not be counted towards accrual of sick or vacation time.

8. Employees awaiting appointment to a vacancy in their former job title and/or those who have rejected such a position may apply for posted positions.

9. Workers' compensation claims and individual leaves of absence arising from such claims of Library employees shall be handled in accordance with Ohio law.

E. Parental Leave. A non-probationary employee may request and shall be granted a parental leave of absence of up to twelve (12) weeks in duration following the birth of the employee's child or following an employee's adoption of a child.

1. An employee's twelve (12) weeks of entitlement to parental leave must be used within two hundred fifty (250) days of the birth of the employee's child or placement of the employee's adopted child in her/his home.

2. In a parental leave of absence of sixty (60) calendar days or less, the employee shall return to work in his/her prior position on the first scheduled day following the expiration date of the approved leave provided, however, that

the employee may request an extension of the leave of absence of up to an additional thirty (30) days. If the employee fails to return on the first scheduled day following the expiration date of the approved parental leave, the employee shall be considered to have resigned, effective on the first scheduled work day following expiration of the leave.

3. Employees returning from an approved parental leave of more than sixty (60) calendar days plus any approved extension shall be offered the first authorized vacancy in her/his same salary grade or same job title, subject to the returning employee's seniority placement with respect to all employees listed on all combined reinstatement listings (e.g., LOA returns, layoff, recall), provided the employee returning from the leave has the necessary qualifications and ability to perform the work required satisfactorily and efficiently with an orientation to the position and normal supervision, with the determination of satisfactory performance to be made in the same fashion as set forth in Article X(B).

4. After the parental leave has been approved, it shall not be cancelled by the employee without the express written authorization of the Executive Director.

5. Subject to approval by the Library, a non-probationary employee returning from parental leave may request to return to work on a reduced hour basis for up to six (6) weeks, provided the employee shall work not less than sixteen (16) hours per week. The employee's benefits will be adjusted accordingly during the period of part-time work.

F. Union Leave. A non-probationary employee of CCPL may request an unpaid leave of absence for Union business. The leave shall be to hold an elected or appointed position with SEIU/1199.

1. The leave of absence shall be for a period of one (1) calendar year or less or for the term of office provided such term of office does not exceed three (3) years. The employee shall apply for said leave at least thirty (30) calendar days in advance of requested Union leave of three (3) or more days, and at least twelve (12) calendar days in advance for requested Union leave of one (1) or two (2) days.

2. No more than three (3) employees may be on Union leave at any one time, provided that not more than one (1) employee may be from the same branch, the same ADM department or from FND.

3. No more than twelve (12) such leaves shall be granted per calendar year for the entire bargaining unit, subject to the further requirement that no single employee shall take more than four (4) such leaves per calendar year.

4. With the application for such leave, the employee shall submit written verification of his/her election/appointment to the Union office.

5. An employee returning from a Union leave of more than two hundred and seventy (270) calendar days shall be notified of the first authorized bargaining unit vacancy in his/her former job title, the total weekly hours of which is within eight (8) hours of the position she/he occupied prior to the Union leave and shall receive such position if qualified. Such notice and right of first refusal shall be given one time. When the employee's former position has not been posted and filled, and if it remains vacant, such position shall be deemed to be the "first authorized vacancy" to be filled by this procedure.

6. An employee returning from Union leave of two hundred and seventy (270) calendar days or less shall resume his/her former position. The Library may fill the position vacated as a result of such Union leave on a temporary or "acting capacity" basis.

7. An approved Union leave and time spent awaiting a vacancy in the employee's former job title shall not constitute a break in service for purposes of computing seniority. Time spent on an approved Union leave and time spent awaiting appointment to a vacancy in the employee's former job title, regardless of duration, shall not be counted towards accrual of sick or vacation time.

8. Employees awaiting appointment to a vacancy in their former job titles and/or those who have rejected such a position may apply for posted positions.

ARTICLE XVI

MILITARY LEAVE

A. The Library will continue to comply with the Uniformed Services Employment and Reemployment Rights Act and all other applicable federal or state statutes or regulations relating to the employment rights of employees on military service. Further information may be obtained through the Human Resources Division.

B. An employee on military leave (or National Guard duty) may schedule vacation in accordance with Article XIII(A) or take military leave as an unpaid leave of absence. An employee must provide the Library with notice of any military obligation as far in advance as possible.

ARTICLE XVII**WAGES****A. General Principles.**

1. Each bargaining unit classification shall be assigned to a pay grade as set forth in Appendix I. [Appendix I will be amended to increase the following job titles by one pay grade: Branch Clerk, Circulation Supervisor, Heating, Ventilation & Air Conditioning Technician, and Technology Trainer. The Production Coordinator will be increased three pay grades. Employees who are affected by this change in pay grade will have their pay adjusted pursuant to A.5, effective with the beginning of the last pay period in March, 2015. An employee hired into one of the foregoing classifications after the effective date of this Agreement but prior to April 12, 2015 will be paid in accordance with the pay grade in which his/her classification fell prior to the foregoing reclassifications.] From the effective date of this Agreement through April 11, 2015, each pay grade shall have a minimum and maximum rate of pay as set forth in Appendix II-A to this Agreement. Effective April 12, 2015, the minimum and maximum rate of pay shall be as set forth in Appendix II-B to this Agreement [reflecting a two percent (2%) increase in the maximum rate only].

2. Any pay adjustments and lump sum payments shall be paid to the employee provided the employee's most recent performance evaluation does not reflect an overall unsatisfactory performance. Any employee whose most recent performance evaluation reflects an overall unsatisfactory performance shall be re-evaluated within three (3) months of receipt of the unsatisfactory evaluation, and if she/he receives a satisfactory evaluation at that time or at any time prior to the next annual evaluation, she/he shall receive the pay adjustment or lump sum payment effective the date of receipt of the satisfactory evaluation. The Library will provide the Union with notice of any bargaining unit member whose performance evaluation reflects an overall unsatisfactory performance.

3. The Library shall provide the Union Executive Board Chair and District 1199 representative with the rate of pay and corresponding annual rate of each new hire and promoted employee in the bargaining unit.

4. Nothing in this Agreement precludes the Library from hiring a new employee at a rate above the minimum rate of pay for the classification, not to exceed the midpoint of the pay range as set forth in Appendix II. For job titles in Grades U-1 through U-10, no new employees shall be hired at the rate above the lowest paid to an incumbent member of the bargaining unit in the new employee's job title.

5. An employee who permanently moves to a position in a higher pay grade by virtue of promotion shall receive a rate of pay equal to three percent (3%) above the minimum rate for his/her new classification or shall receive a rate of pay that provides an increase of three percent (3%) in her/his rate of pay, whichever is greater. An employee who moves to a higher pay grade by virtue of reclassification shall receive the minimum rate of pay for his/her new classification or shall receive a rate of pay that provides an increase of one percent (1%) in her/his rate of pay, whichever is greater.

6. If an employee is scheduled to work their regular hours or Sundays in a higher-rated classification than their regular classification as required in their position description, the employee will be paid her/his regular rate of pay or a rate of pay equal to three percent (3%) above the minimum rate of the higher classification in which the hours are worked, whichever is greater.

7. Upon completion of half of the course work towards the Masters degree in Library Science, an employee who has held the PSA classification for at least one year shall be re-classified as a PSA II and shall receive an increase of three percent (3%) in his/her rate of pay.

8. Notwithstanding the provisions of Section (A)(7), above, the following shall apply to PSA compensation related to educational attainment of an at least one-half or more of a MLS degree.

(a) A newly hired employee into the PSA job title must complete one (1) year in the job title before becoming eligible for additional monetary consideration as a result of having one-half or more of a completed MLS degree. After one (1) year of service, such bargaining unit member may submit proof of attainment of one-half or more of a MLS degree and may apply for a change in title to PSA II and receive a three percent (3%) increase in his or her hourly rate of pay. Thereafter, the affected employee shall be entitled to the general rate of increase that applies to all bargaining unit members for that particular contract year.

(b) A bargaining unit member whose regular job title is in pay grades 1 through 9, but who has worked on Sundays or other additional hours as a PSA for one (1) year will become eligible for additional compensation as a result of educational attainment by providing proof of at least one-half completion of an MLS. Such employee shall be entitled to compensation for work in the PSA job title at either six percent (6%) above the minimum of the U-10 pay range or three percent (3%) above the rate of pay for the employee's regular job, whichever is greater, but subject to the maximum rate for the U-10 pay grade.

(c) A bargaining unit member whose regular job title is pay grade 11 or higher, who has worked on Sundays or other additional hours as a PSA for one year and who provides proof of at least one-half completion of an MLS degree shall be entitled to compensation for work in the PSA job title at either three percent (3%) above the rate of pay for the employee's regular job or the maximum for the U-10 pay grade, whichever is less.

(d) A bargaining unit member who is already in the PSA job title for one (1) or more years, but who has not yet completed at least one-half of a MLS program may, upon completion of half of the course work towards the Masters degree in Library Science, request to be moved to a PSA II and shall be entitled to compensation for work in the PSA II job title at either six percent (6%) above the minimum of the U-10 pay range or three percent (3%) above the rate of pay for the employee's regular job, whichever is greater. The affected PSA II shall be advanced by the amount of general percentage increase in effect under the terms of the CBA on the date the affected employee is awarded the degree.

(e) A bargaining unit employee whose regular job is in the U-10 pay grade but whose regular job is not as a PSA but who has worked on Sundays or other additional hours as a PSA for one year may, upon completion of half of the course work towards an MLS degree, request to be moved to a PSA II and shall be entitled to compensation for work in the PSA II job title at either six percent (6%) above the minimum of the U-10 pay range or three percent (3%) above the rate of pay for the employee's regular job, whichever is greater.

(f) A bargaining unit member who has completed his/her initial probationary period may apply all time working in a PSA job title to the one (1) year requirement of being a PSA before establishing eligibility for additional compensation due to educational attainment, as contemplated herein.

(g) Any bargaining unit member, including a new hire, who has submitted proof to HRD of completing his/her MLS degree will have a second rate added for work on Sundays or additional hours.

9. The Library shall provide the Union Executive Board Chair and District 1199 representative with a list indicating the names, wage rate, and pay grade for each bargaining unit employee on or before August 1 of each year.

10. An employee who bids on and accepts a position in a lower pay grade shall retain his/her rate of pay provided it is within the pay range for his/her new pay grade. If the employee's rate of pay is above the maximum rate of pay

for the new pay grade, the employee shall be placed at the maximum rate of pay of the new pay grade.

11. An employee who has completed his/her probationary period shall receive a rate of pay of not less than three percent (3%) above the minimum for his/her pay grade.

B. 2014 Compensation.

Each bargaining unit member who was hired on or before July 1, 2014, who is not already paid at or above the maximum rate of pay for his/her job title as set forth in Appendix II-A shall, effective December 7, 2014, receive an increase in his/her rate of pay equal to one percent (1%). However, no such increase shall result in an employee receiving a rate of pay that is greater than the maximum rate of pay for his/her job title, as set forth in Appendix II-A.

C. 2015 Compensation Adjustment.

Provided the combined revenue actually received by the Library from the Public Library Fund ("PLF") and Local Property Taxes in calendar year 2014 is not less than Sixty Million Dollars (\$60,000,000.00), then effective April 12, 2015, each bargaining unit member shall receive an increase in his/her rate of pay equal to two percent (2%).

D. 2016 Compensation Adjustment.

Any pay adjustment effective as of April 10, 2016 shall be contingent on combined revenue actually received by the Library from the PLF and Local Property Taxes during calendar year 2015. Provided the combined revenue from these two sources in calendar year 2015 is not less than Sixty Million Dollars (\$60,000,000.00), then effective April 10, 2016, each bargaining unit member shall receive an increase in his/her rate of pay equal to two percent (2%).

E. Payments to Employees at or Above Maximum.

1. Each bargaining unit member who does not receive any increase in her/his rate of pay as provided in Sections B through D hereof, will receive, in lieu of an adjustment in her/his rate of pay, a lump sum payment equal to the percentage increase given in that year as specified above.

2. In any year of this Agreement, if a bargaining unit member receives an increase in his/her rate of pay pursuant to Sections B, C, or D that is less than the full percentage increase given in that year as a result of the maximum rate of pay for her/his job title, then in such year, such bargaining unit member shall, in addition to the increase in his/her rate of pay, receive a lump sum payment equal

to the difference between the annualized value of the increase in his/her rate of pay and the annualized value of the full percentage increase given in that year.

ARTICLE XVIII

BENEFITS

A. Retirement Benefits. Retirement benefits shall be as provided by O.P.E.R.S. from time to time.

B. Health Insurance.

1. Subject to sufficient enrollment to satisfy a carrier's minimum enrollment requirement, if any, the Library will continue to make available to eligible employees at least two (2) different carriers and plans with respect to health insurance, with benefits in those two plans comparable to those made available in the current plans, except as otherwise specified herein. At least one of the plans will include a prescription drug card benefit. Prior to changing carriers, eliminating a plan, or changing plan designs, to the extent permitted herein, the Library will explore all such changes through the Health Care Committee and will meet and confer with the Union. For the duration of this Agreement, the Library's annual contribution to an HSA for employees who enroll in the high deductible HSA plan will be at least fifty percent (50%) of the out-of-pocket maximum for single plan or family plan, as applicable. Employees will be eligible to enroll in a health insurance plan on the ninetieth(90th) day of employment.

(a) On a one-time-only basis, part-time bargaining unit members whose standard hours are less than thirty (30) per week and who are enrolled in one of the Library's group health insurance plans as of March 31, 2014 will be provided with personalized counseling by a certified independent benefits professional, to assist such employees with making the value determination between staying on the Library's medical insurance plan and foregoing said plan to obtain coverage through exchanges created as a result of the Affordable Care Act. Attendance at such a personalized counseling session shall be on Library time and shall be required of any such bargaining unit member who may want to be eligible for the Library's insurance coverage beginning in 2015. Additionally, all other part-time bargaining unit members other than those referenced above will be afforded the option of participating in this personalized counseling on a one-time basis.

2. (a) From the outset of the agreement through December 31, 2014, there will be no change to the insurance plans or plan designs that were in effect on the effective date of this Agreement. Likewise, there will be no change to the employee contribution levels through the remainder of 2014. In all instances, the Library's contribution is pro-rated for part-time employees.

(b) Effective January 1, 2015, the current zero deductible plan will be discontinued and changes to plan design in the remaining non-HMO plans will be implemented, as outlined in Side Letter 10 of this Agreement. Employee contribution levels will be determined by the number of points earned in accordance with the Wellness program contained in Appendix IV of this Agreement. Points earned by an employee prior to September 15 in any benefit year will be used to determine the percentage of monthly premium contribution that will apply to the employee for the subsequent benefit year. In 2015 and 2016, employee monthly premium contributions will be determined on the following basis:

Points	Single Coverage	Dual Coverage	Family Coverage
0-4	10%	15%	20%
5-7	8%	13%	18%
8 or more	5%	10%	15%

(c) Effective January 1, 2017 employee monthly premium contributions, based upon points earned in the Wellness program in 2016, will be determined on the following basis:

Points	Single Coverage	Dual Coverage	Family Coverage
0-4	15%	18%	20%
5-7	9%	14%	19%
8 or more	5%	10%	15%

Employees may earn points as outlined in Appendix IV either by attending Library-sponsored biometric screening events and/or submitting written verification of program element compliance to the Library's designated third party administrator (TPA).

(d) Verification of points earned in the Wellness program will be made by the TPA in compliance with HIPAA, ADA, and other applicable regulations. Employees who cannot meet the Wellness targets outlined in Appendix IV will still qualify for points in the program if they can demonstrate that they are working with a primary care physician on the metric(s) at issue and the physician can certify to the TPA, in writing, that the affected employee is under the physician's care for one or more of the metrics and that the employee is following the physician's recommended course of treatment.

(e) Employees who are married to each other must enroll together in dual or family coverage under the same plan.

(f) Except as provided in Section B(2), above, the Library's contribution for premium costs for employees who are married to each other will be as set forth in Section 2, above, unless the following formula results in a greater contribution by the Library:

i. If the employees have no dependent children for which they seek insurance coverage, the Library will calculate the sum of what it would contribute if each employee separately selected single coverage under the same plan (including pro-ration of the Library's contribution for part-time employees). The Library will contribute that sum toward the dual coverage selected by the married employees.

ii. If the employees have a dependent child or children for which they seek insurance coverage, the Library will calculate what it would contribute if the employee with the greater scheduled hours selected dual coverage (or family coverage if the married employees have more than one dependent child). The Library will separately calculate what it would contribute if the other employee selected single coverage under the same plan (including pro-ration of the Library's contribution for part-time employees). The Library will contribute the sum of the foregoing calculations toward the dual or family coverage selected by the employees.

(g) The Library and the Union both recognize the value and potential long-term cost savings associated with wellness initiatives. In an effort to promote and encourage employees' proactive commitment to their own well-being and that of their family, where applicable, the Library and the Union agree that during the life of this Agreement, the Health Care Committee will be charged with the task of exploring wellness initiatives beyond the Wellness program outlined in Appendix IV that have the prospect of: (a) improving the health and wellbeing of all bargaining unit members; and (b) helping to mitigate future increases in health insurance premiums through an overall healthier workforce.

3. For the duration of this Agreement, the parties agree that to the extent permitted by each carrier, coverage will be extended to domestic partners. Eligibility for coverage shall be determined in accordance with the following terms and shall be consistent with the Library's authority as established by O.R.C. §3375.40(L):

(a) The domestic partner must be the employee's dependent.

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

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

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

(e) The domestic partner must be at least eighteen years of age.

(f) The domestic partner and the Employee must be jointly responsible for each other's common welfare.

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

(h) The employee must not have had any other domestic partner, as defined hereunder, covered under a CCPL health care plan during the twelve month period preceding the proposed date of enrollment of the domestic partner.

4. An employee desiring to enroll a domestic partner as defined hereunder must submit a signed and notarized Declaration of Domestic Partner Status. An employee must attach to the Declaration of Domestic Partner Status two or more different documents, including at least one document from each of the following two categories:

(a) Proof of common residence:

i. A recent bill or invoice from a utility company (sewer, water, telephone, gas, electric, cable TV) demonstrating that the employee and the proposed domestic partner are jointly responsible for payment of utilities at their shared place of abode.

ii. A deed, rental agreement, or other documentation acceptable to CCPL demonstrating that the employee and the proposed domestic partner share ownership in their principal place of abode or are both signatory to a rental agreement.

iii. A valid driver's license for the employee and the proposed domestic partner demonstrating the same principal place of abode.

iv. A recently issued voter registration card for both the employee and the proposed domestic partner.

(b) Proof of financial interdependence:

i. A statement demonstrating that the employee and the individual proposed to be covered as a domestic partner share a joint checking, savings or investment account.

ii. A deed, rental agreement, or other documentation acceptable to CCPL demonstrating that the employee and the individual proposed to be covered as a domestic partner share ownership in their principal place of abode or are both signatory to a rental agreement.

iii. Joint automobile registration.

iv. Documentation demonstrating that the employee has designated the proposed domestic partner as a beneficiary in a will.

v. Documentation demonstrating that the employee has designated the proposed domestic as a beneficiary for life insurance or pension retirement benefits.

5. Effective January 1, 2015 and for the remainder of this Agreement, if an employee's spouse is eligible to participate in a group health insurance plan sponsored by his/her employer, enterprise, or any public or private retirement plan, then such spouse will be eligible to be enrolled in the Library's group health insurance plan only upon payment of a spouse surcharge of Sixty-Five Dollars (\$65.00) per month in addition to the employee premium contribution specified in Section 2(b), above. The monthly amount will increase to Ninety Dollars (\$90.00) effective January 1, 2016. The monthly amount will increase to One Hundred Dollars (\$100.00) effective January 1, 2017. On an annual basis, any employee whose spouse is enrolled in the Library plan or for whom enrollment is sought in the Library plan shall be required to complete and submit to the Library in a timely fashion a Spouse Eligibility Certification, a copy of which will be available from the Human Resources Department. Employees are also obligated to promptly notify the Human Resources Department of any change in a spouse's eligibility to participate in another plan.

6. For employees who do not have access to an employee assistance plan through their group health insurance coverage with the Library, the Library will provide an employee assistance plan fully paid by the Library, provided that if the premium exceeds Twenty-Five Dollars (\$25.00) per year, per employee, the Library may seek an alternative plan or terminate the coverage.

7. The Library will provide two or more stand-alone dental plans to bargaining unit employees, with the full cost of such coverage to be paid by the employee.

C. Life Insurance.

Premiums for Twenty-Five Thousand Dollars (\$25,000.00) in group term life insurance and Twenty-Five Thousand Dollars (\$25,000.00) in accidental death insurance will be paid by the Employer for all full-time employees. The Employer will pay the prorated amount of the premiums for part-time employees based on the employee's standard hours. The remainder due may be paid through payroll deduction. In addition, the Library will permit employees to purchase additional term life and accidental death insurance through the same provider. Employees will pay for the additional insurance through payroll deductions.

D. Employer Pick-up of Employee Contributions to Ohio Public Employees Retirement System ("OPERS").

1. The contribution required to be made by each employee to OPERS as an employee contribution under Ohio Rev. Code § 145.47 shall be paid by the Employer on behalf of the employee in lieu of contribution by the employee in accordance with the provisions of this Paragraph D.

2. The total compensation payable by the Employer to each employee in any pay period shall be reduced by the amount payable by the Employer to OPERS on behalf of the employee under paragraph (a) of this Paragraph D (the "pick-up amount").

3. The provisions of this Paragraph D shall apply to all employees and no employee shall have the option to receive direct payment of the amounts contributed by the Employer to OPERS on his or her behalf instead of having them contributed to OPERS.

4. The provisions of this Paragraph D shall apply to all payroll payments payable by the Employer after the ratification of this Agreement, or as soon thereafter as possible, provided that the same shall be effective only so long as they are approved by the Ohio Public Employees Retirement Board or its agents.

E. Tax-Sheltered Annuity Programs. The Library will continue to make available to employees through payroll deduction options for tax-sheltered annuity programs comparable to those currently in effect.

F. Employees' Credit Union. The Library shall continue to make payroll deductions to one or more credit unions for employees who authorize such deductions.

G. Health Care Committee.

1. The Library and the Union shall maintain the Health Care Committee composed of three (3) bargaining unit members appointed by the Union and three (3) management employees.

2. The Committee will meet to review insurance plans and costs with the Library health insurance broker; to explore group health insurance plan alternatives; changes in coverage; employee assistance programs; wellness initiatives; and cost containment measures (increased deductibles, second opinions, etc.). The Library agrees to annually provide utilization information to the Health Care Committee consistent with the requirements for confidentiality under HIPAA. At a minimum of once per year, the Health Care Committee will have the opportunity to meet with the Library's health insurance broker to raise questions and concerns.

3. The Committee shall submit its recommendations annually on these matters to the Library and the Union not later than September 1 in any contract year. Should the Health Care Committee make recommendations regarding a health care issue that require negotiation between the Union and the Library, both parties will give due regard to the recommendations of the Health Care Committee when negotiating that issue.

4. The Committee will also meet as needed to consider sick bank requests and determine allowances.

H. Section 125 Plan. The Library agrees to maintain a Section 125 plan for reimbursement of employees' eligible medical expenses and dependent care expenses. The maximum annual deferral shall be Five Thousand Dollars (\$5,000.00) per employee for eligible dependent care expenses and Two Thousand Five Hundred Dollars (\$2,500.00) per employee for eligible medical expenses. The Section 125 plan shall comply with relevant I.R.S. regulations.

ARTICLE XIX

WAGE CLASSIFICATIONS FOR NEWLY ESTABLISHED
OR SUBSTANTIALLY CHANGED POSITIONS

1. (a) Upon the creation of a new job title by the Library Administration, the Library will present the new job description and the proposed pay grade to the Union for its review and comment. The Library may post and fill the job.

(b) Six (6) months after the new job title has been filled, the Human Resources Division will perform a job analysis on the new job title and share the analysis with the Union. Upon request, the Human Resources Division will meet with the Union and provide an explanation of the job description and the final determination on the pay grade placement.

(c) The new job title will be added to Appendix I of the bargaining unit job titles found online on the HRD page.
2. In the event that the job duties of an existing bargaining unit job title(s) may substantially change as a result of a Library reorganization, the Library will notify the Union of the changes to the job description(s) associated with said job title(s). The Union will have the opportunity, within fourteen (14) calendar days of such notification, to bargain with the Library over the effects of such planned changes.
3. Should a bargaining unit employee contend that a substantial change has occurred in the job content of her/his position since November 1, 2013, the employee or the Union may present the matter to the Human Resources Director and the appropriate Division Director. If they agree with the employee or Union's contention, the Division Director shall present the matter to the Union. The Union will review the accuracy and completeness of documentation to support the substantially changed job. After meeting with the Union to receive its input regarding the job, the Human Resources Division will evaluate the job for placement in its appropriate pay grade. After placing a job, the Human Resources Division will meet with the Union and provide an explanation to the Union of the evaluation results and the final determination on the pay grade placement.
4. Following the procedures identified in Sections 1 and 2 above, any changes in pay grade for an existing job title shall be made effective upon approval by the Board of Trustees. For new job titles, the wage rate shall be effective with the first day worked.
5. Only substantial changes in the job content of existing positions, which changes have occurred since November 1, 2013, may be presented to the Committee by the Union, the employee or a Division Director.

ARTICLE XX

SEPARATION FROM EMPLOYMENT

A. Resignation.

1. A professional employee shall submit her/his resignation to the Department/Branch Manager in writing at least one month prior to leaving the Library. A non-professional employee shall submit her/his resignation to the Department Head/Branch Manager in writing at least two weeks prior to leaving the Library. Failure to give proper and timely notice of resignation shall be a negative factor to be considered in re-employment and will result in forfeiture of benefit otherwise available pursuant to Paragraph 2 below.

2. When an employee leaves the Library voluntarily or at the time of layoff, accumulated vacation and holiday time will be paid in check(s) forwarded to the former employee or survivor.

3. Accumulated vacation leave granted to employees at the time of separation from employment shall not be extended by the inclusion of a holiday or further time accrual that occurs within the terminal vacation period.

B. Abandonment. Except in extraordinary circumstances, an employee who is absent for three consecutive days without giving notification or receiving prior approval will be presumed to have voluntarily resigned effective at the end of his/her assigned work shift on the third consecutive day of absence.

C. Retirement.

1. Payment of accumulated earned vacation and holiday time will be paid to the retiring employee. For purposes of this section C, retirement shall be defined as that which makes an employee eligible for O.P.E.R.S. retirement benefits, regardless of whether or not the employee actually takes the retirement benefits from O.P.E.R.S.

2. A retiring employee will be paid accumulated sick leave time in accordance with the following schedule:

Less than ten (10) years of service with the Library – No payment.

Ten (10) to nineteen (19) years of service with the Library – Up to 300 hours of accumulated sick time.

Twenty (20) to twenty-nine (29) years of service with the Library – Up to 350 hours of accumulated sick time.

Thirty (30) or more years of service with the Library – Up to 400 hours of accumulated sick time.

3. If a retiring employee makes a timely election, the Library will pay all or a portion of the retiring employee's accumulated earned vacation, holiday time, and/or sick leave cashout into a deferred compensation plan.

D. Death.

1. In the event of death of an employee, the Library will make payment of any final wages as well as accumulated vacation, and holiday pay to the estate/survivor of the deceased. O.P.E.R.S. is solely responsible for administering all O.P.E.R.S. benefits.

2. The estate/survivor of any deceased CCPL employee will receive accumulated sick leave of up to 120 hours in addition to any other accrued vacation or holiday time.

ARTICLE XXI

GRIEVANCE PROCEDURE

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

B. Definitions.

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

2. "Grievant" is defined as a member of the bargaining unit, group of bargaining unit members, or the Union initiating a grievance. When more than one member is part of a grievance, the grievance shall be signed by a member or members representing the allegedly affected group. All members allegedly involved in the grievance shall be identified by name or job title on the written grievance. Individuals may notify the administration if they wish to withdraw from the grievance action. The grievance shall be processed on behalf of those who do not withdraw. The Union may file a grievance only concerning violations of Article I (Recognition), III (Waiver of Negotiations During Term of Agreement), IV (Entire Agreement), V(C) (Rights of the Union), VII (Prohibition of Strikes and Lockouts) and XXVI (Term of Agreement).

C. Limitation. This grievance procedure shall not limit the right of any employee to present a grievance and have it adjusted without intervention of the Union as required by Ohio Revised Code Section 4117.03(A)(5), as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present at the final adjustment proceeding. If an employee indicates on the grievance form that he/she desires to present the grievance without the intervention of the Union, then the Library will schedule all grievance meetings with the employee, with notice to the Union.

D. Initiation of Grievance and Steps.

Step I:

Prior to the filing of a written grievance, a bargaining unit member with a grievance, as defined above, shall first talk to her/his Branch or Department Manager or Regional Area Administrator in an earnest effort to find a solution to the grievance. The employee may bring a Union representative to the Step I meeting, provided the meeting is scheduled in advance. The manager may be accompanied by a management

representative. If the grievance cannot be resolved through this informal meeting, the grievant shall follow the steps below to affect a satisfactory resolution to a grievance.

No grievance shall be recognized by the Library or its representatives unless it is submitted in writing at Step II within twenty (20) calendar days after the alleged grievance occurred. If not so presented, the grievance shall be considered waived.

Step II:

If not satisfied with the answer received in Step I, the bargaining unit member may initiate a written grievance by completing the Grievance Form (Appendix V), referencing the section(s) of the Agreement allegedly violated, signing the Grievance Form, and submitting the original to her/his Branch or Department Manager or Regional Area Administrator. The Branch or Department Manager or Regional Area Administrator will contact the union representative who signed the Grievance Form to schedule a meeting with the grievant and, if the grievant desires, a Union representative. The purpose of the meeting is to discuss the grievance and ascertain all available facts and information concerning the grievance. The Branch or Department Manager or Regional Area Administrator may have another management representative in attendance at such meeting. The Branch or Department Manager or Regional Area Administrator must reply in writing to the grievant within fourteen (14) calendar days of receipt of the written grievance, with a copy to the immediate supervisor and a copy to the union office and Grievance Steward.

Step III:

If a grievant is not satisfied with the Step II response, she/he or the Union, on his/her behalf, has the right to appeal the grievance to Step III within ten (10) calendar days after receipt of the Step II response by filing an appeal to the next level supervisor and the Human Resources Director. If the Library contends that the grievance has been submitted to the wrong administrator, the Library's designee shall forward same to the correct area administrator. In the appeal, the grievant must submit the Grievance Form which indicates the points of her/his objection to the decision rendered in Step II and clearly references the Sections of this Agreement allegedly violated. The grievant, accompanied at her/his choice by a Union representative, will meet to discuss the grievance within fourteen (14) calendar days after presentation of the Step III appeal with the next level supervisor, the Human Resources Director and, where the Library desires, another management representative. Within ten (10) calendar days after the meeting at Step III, the Library shall render a written response to the grievance.

Step IV:

If the grievant is not satisfied with the Step III response, she/he or the Union, provided the grievant has given written authorization for the Union to act on her/his behalf, shall have the right to appeal the grievance to Step IV within ten (10) calendar days after receipt of the Step III response. That appeal is perfected by filing a written

statement of the grievance, with specific objections to the responses rendered at an earlier level, with the Executive Director. The Executive Director's response to the grievance shall be submitted in writing within fourteen (14) calendar days of receipt of the Step III appeal. The response may be preceded by a meeting involving the Executive Director or designee, the grievant, and a Union representative.

Step V:

In the event the grievant is not satisfied with the disposition of the grievance at Step IV, or if no written disposition is received by the grievant within twenty-one (21) calendar days after submission of her/his Step IV appeal, the grievant and the Union may initiate arbitration by filing a written notice of such decision with the Executive Director within forty-five (45) calendar days after receipt of the Executive Director's response. However, upon written request by the Union within this forty-five (45) day period, the time period for filing the demand for arbitration will be tolled for up to sixty (60) days to accommodate the processing of an appeal under the Union's internal appeal procedure. Any potential monetary remedy associated with the grievance shall also be tolled during this time.

1. Upon filing of the demand for arbitration, the Union shall contact the Federal Mediation and Conciliation Service ("FMCS") to request a metropolitan panel of seven arbitrators, all of whom shall be members of the National Academy of Arbitrators. The arbitrators shall be chosen by both parties by the alternate strike method, with the first party to strike to be selected by a flip of the coin or by another method mutually agreed to by both parties.

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

3. The arbitrator shall hold the necessary hearing and issue a decision within thirty (30) calendar days of the close of hearing. Arbitration hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the scheduled work day of the grievant or any other employee who will be in attendance, unless the parties otherwise agree.

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

5. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language herein in arriving at her/his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine herself/ himself to the precise issue(s) submitted for arbitration and shall have no authority to decide or render opinions on any other issue(s) not so submitted to her/him or to submit observations or declarations of opinion which are not directly essential in reaching her/his decision. The arbitrator is specifically empowered to review and modify the appropriateness of the penalty imposed in a discipline matter.

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

7. The arbitrator's fees and expenses, and the cost of any hearing room, shall be shared equally by the parties.

E. General Conditions.

1. Any grievance which the Library may have against the Union concerning an alleged violation by the Union of the terms of this Agreement may be presented by the Human Resources Director, the Executive Director or her/his designee to the Union Executive Board Chair.

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

3. The Union shall be entitled to receipt of copies of all notice and written dispositions pertaining to a grievance.

4. The parties will cooperate fully in expeditiously scheduling hearings and meetings held under this procedure in order to assure timely processing. Hearings and meetings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

ARTICLE XXI

5. If a grievance affects a group of members of the bargaining unit for more than one branch or department, or if it arises from the actions of an authority higher than the grievant's immediate supervisor, it may initially be submitted at Step III. In this event, the grievance must be submitted in writing within twenty (20) calendar days after the alleged grievance occurred.

6. In the event a failure of the Library's appropriate representative to respond within the time provided at any step in the grievance procedure, the grievant shall have the right to proceed to the next step as if an unsatisfactory response has been furnished on the last day permitted.

7. In the event of a failure of a grievant to appeal, the last response received shall be deemed to be the final adjustment of the grievance.

8. The time limits set forth in this grievance procedure may be extended by mutual agreement of the grievant, Union and Library representatives.

9. The parties will accept facsimiles, including facsimile signatures, to meet any deadline here specified.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. Severability. If any section, paragraph, sentence, or clause of this Agreement is held to be invalid, unconstitutional, or unlawful, such decision shall not affect the remaining portion of this Agreement or any section or part thereof.

B. Communications. Copies of all communications between the Union and the Board of Trustees shall be immediately provided by the parties initiating the communication to the Executive Director or a designated Library Administration representative. Nothing contained herein shall be construed to prohibit communication or discussion between the Library Administration and the Union or between the Library Administration and employees on all matters of general interest.

C. Emergency Closings.

1. In the event a facility is closed for all or part of a single day due to inclement weather or an emergency, employees in that facility must discuss the matter with the branch/department manager or her/his designee. The branch/department manager or her/his designee will communicate a course of action such as: (a) direct the employee not to report to work; (b) send the employee home with notice that s/he either is or is not subject to recall to work his/her remaining scheduled hours that day; or (c) delay the employee's scheduled starting time.

2. In the event a facility remains closed beyond the initial day, the branch/department manager, as an option in addition to those listed in C.1, may reassign an employee to a proximate facility for the employee's scheduled workday. If an employee desires not to be reassigned, s/he may request his/her supervisor's permission to use accrued vacation leave, individual leave, or holiday time.

3. Employees will be paid for all hours scheduled on a day when the facility is closed for any portion of the day for inclement weather or any other emergency. The only exception shall be if the employee fails to accept alternative work offered in accordance with Section C.2.

4. Employees who are required to work after a system-wide closure will be paid double time for all hours worked during the closure.

D. Labor Management Committee. The Union and the Library shall maintain a Labor/ Management Committee which shall meet monthly for the purpose of discussing any matters pertaining to pilot projects, new or existing programs or technologies, new projects or studies to be conducted by the Library, policies or

physical facilities within the Library system, and problems with respect to administering this Agreement. The two parties agree that they shall use a problem-solving approach to all matters which come before them.

1. Each party shall designate six (6) members of the committee.
2. The parties shall mutually agree on meeting dates. All meetings shall be held on Library time.
3. A Health/Safety Committee shall be created and shall be composed of six members, with three each appointed by the Executive Director and the CCLU/District 1199 Union Chair. One appointee from each party shall not be a current member of the Labor/Management Committee, while the remaining two appointees from each party shall be drawn from the membership of the Labor/Management Committee. Each year of this Agreement, the chair of the Health/Safety Committee shall alternate between an appointee of the Library and an appointee of the Union. The Health/Safety Committee shall meet at least twice per year, on Library time, and shall have as its purpose the identification, discussion, and possible remediation of circumstances and working situations encountered in the working environment which the Committee considers to present a health or safety hazard, including matters relating to security and ergonomics. The Health/Safety Committee shall present any recommendations to the Labor/Management Committee which may, after its review, forward same to the Executive Director.

E. Staffing.

1. The Library shall not use volunteers in a manner that results in displacement or layoff of bargaining unit employees.
2. The Union also recognizes the Library's right to make use of trainees supplied by government agencies for limited periods of time (not to exceed three (3) months), provided that such individuals are limited to the performance of non-bargaining unit work, including that performed by student Pages. The use of trainees will not result in the displacement or layoff of bargaining unit employees.
3. The Library shall make a good-faith effort to develop and maintain a substitute pool of professionals, paraprofessionals and clerks. Such substitutes may be employed to cover vacation scheduling, sick leave, conferences and training opportunities, leaves of absence, and vacancies pending permanent award of a vacant position.
4. a. Part-time bargaining unit employees may request to work additional hours as substitutes. Granting such additional hours shall be in the Library's sole discretion. If such additional hours are allocated to

interested part-time bargaining unit employees, the Library will make a good faith effort to allocate such additional hours to interested bargaining unit employees at the home location first, and then equitably to bargaining unit employees at other locations. The affected employee will be paid her/his regular rate of pay for additional hours worked in her/his regular classification. If the additional hours worked are in a higher-rated classification, the employee will be paid her/his regular rate of pay or a rate of pay equal to three percent (3%) above the minimum rate of the classification in which the additional hours are worked, whichever is greater. If the additional hours worked are in a lower-rated classification, the employee will be paid her/his regular rate of pay or the maximum rate of the classification in which the additional hours are worked, whichever is less.

b. Part-time bargaining unit employees working additional hours shall accrue additional vacation and sick leave for those hours, exclusive of hours actually worked on Sundays. Such additional hours, inclusive of hours actually worked on Sundays, shall also be included in total compensated hours for seniority purposes under Article VIII.

5. If the Library conducts a staffing study, the results of the study will be provided to the Union prior to implementation of staffing changes. The Library will meet and confer with the Union concerning the effects of changes on members of the bargaining unit.

F. Non-Discrimination. The Library and the Union agree that neither shall discriminate against any employee of the Cuyahoga County Public Library on the basis of race, color, creed, age, gender, national origin, ethnic origin, disability, religion, protected veteran status or sexual preference.

G. Committees/Task Forces. Employee participation in Library committees is important to the continued growth of the Library. Therefore, it is agreed that labor and management cooperation regarding committees be continued. To insure that cooperation, the parties agree to the following guidelines:

When the Library decides to establish a committee/task force regarding matters that affect the Bargaining Unit, it will inform the Union. The Union may then request to participate on the committee/task force. If the Library approves the request to participate, the Union will appoint a representative from the Bargaining Unit to serve on the committee/task force. In the event the Union believes additional representatives are needed, the Union will make a request to the Executive Director or designee. It is understood that the work of a committee/task force is advisory. It is not the purpose of the committee system to supplant the collective bargaining process.

H. Email. The Library will assign an email address to each bargaining unit employee. Email may be used by employees only in accordance with procedures as established by the Library from time to time.

I. Uniforms.

1. The Library agrees to furnish, launder and clean uniforms for the maintenance and shipping employees, which shall include 11 shirts, 11 pants (optional by the employee), a jacket, and a sweatshirt or vest as well as 4 summer shirts. In addition, delivery drivers only will be furnished with five (5) pair of shorts. Shipping Clerks who regularly drive will be furnished with two (2) pair of shorts and may wear such shorts only when assigned to driving. Drivers who elect to wear shorts shall wear only the uniform shorts provided by the Library. The Library will make available five (5) shirts or smocks to employees in the following departments: Acquisitions, Processing, and Youth Services. All employees who are provided uniforms by the Library shall be required to wear them. An employee will not wear a uniform item or other article of clothing that is not presentable. At the request of an employee, the Library will replace uniform items that are not presentable due to wear and tear within a reasonable period of time. Uniforms provided to employees will be treated as a taxable fringe benefit to the extent required by applicable law.

2. The Library shall reimburse Delivery Drivers, Shipping Clerks, Electronic Equipment Technicians and Maintenance Department employees up to \$100 per year for the purchase of steel or fiberglass-reinforced toe protected footwear. Reimbursement to employees will be in accordance with the Library's policies and procedures. All employees who are provided with a shoe allowance shall be required to wear the safety shoes.

J. Mileage Reimbursement. Employees who are eligible for mileage reimbursement under this Agreement shall be reimbursed at the rate established annually by the Library provided a request for reimbursement is submitted in accordance with Library procedures. The rate shall be no less than the IRS rate for each mile driven.

K. Policies and Manuals. The Library will post its policies and manuals on its intranet and make a good faith effort to give notice to bargaining unit employees of changes to those policies and manuals.

ARTICLE XXIII**CONTINUING EDUCATION**

A. 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, advance career goals, and enhance professional status. As Employees identify potential continuing education opportunities, they are encouraged to present them to their supervisor for consideration. Similarly, as a supervisor identifies potential continuing education opportunities for employees, she/he is encouraged to present these opportunities to employees for consideration.

B. Should the Library continue its tuition reimbursement program, the Labor/Management Committee will be consulted to review the criteria, conditions and limitations on disbursement of the funds. The Labor/Management Committee will be responsible for recommending appropriate recipients to the Executive Director.

C. The Labor Management Committee shall periodically review matters relating to continuing education.

D. A Branch/Department Manager, in her/his discretion, may adjust an employee's work schedule in a manner consistent with the Library's needs to enable an employee to continue her/his education. An employee may request individual leave, personal leave, vacation leave or compensatory time, in accordance with applicable provisions of this Agreement, in order to further her/his education. An employee seeking a schedule accommodation to continue his/her education must submit a request as far in advance as possible in order to facilitate efforts to adjust work schedules.

E. If an employee is required by the Library to attend a work-related conference, then time spent attending the conference shall be considered hours worked. If attendance at such a conference requires overnight travel, all time spent traveling during the employee's normal working hours shall be considered hours worked. For purposes of this section only, "normal working hours" shall be defined as 9 a.m. to 9 p.m., Sunday through Saturday. If an overnight stay is not involved, then only travel time in excess of the employee's normal commuting time shall be considered hours worked. An employee who is required to drive her/his personal vehicle during the course of her/his duties shall be reimbursed in accordance with Article XXII, Section K.

F. The Library shall reimburse a professional or supervisory employee seventy-five percent (75%) of the employee's annual professional dues for one job-related professional organization, subject to an annual cap of One Hundred Dollars (\$100.00). For purposes of this section, "professional employee" shall include only those bargaining unit employees in positions that require an MLS or other advanced degree. Reimbursement of dues to an eligible employee will be in accordance with the Library's regular reimbursement policies and procedures.

ARTICLE XXIV

HEALTH AND SAFETY

A. General.

1. Occupational safety and health is the mutual concern of the Library, the Union, and all employees. The Library, the Union, and employees shall continue to work cooperatively with each other with the mutual objective of maintaining safe working conditions. Any concerns about safety should be promptly reported to the Library and are an appropriate topic for discussion in meetings of the Health/Safety Committee.

2. Employees are responsible for cooperating with all aspects of the Library's safety and health program, including compliance with all aspects of all rules and regulations of which they have actual written notice for continuously practicing safety while performing their duties.

3. Safety and health concerns of a general nature may be brought to the attention of the Health/Safety Committee for consideration as necessary. See also Article XXII(D)3.

4. The Library will make every effort to have interior painting accomplished during nonworking hours.

5. Prior to the start of a renovation project, the Library will communicate with affected staff regarding the scope of the project and their health and safety concerns. If an employee reasonably believes that his/her health is being adversely affected by environmental conditions associated with a renovation or maintenance project, she/he is encouraged to communicate his/her concern with his/her manager, and the manager shall make a good faith effort to address the employee's concerns.

6. In the event a Library facility is the subject of a health or safety inspection by a government agency, the Library will provide notification to the Union of any reports generated by such inspections. Any report received by the Library from the government agency will, upon request, be provided to the Union.

7. If a branch does not rotate tasks at its circulation desk, then seating will be made available. Where seating is made available, the Library and the Union recognize that it cannot be used in a way that compromises or impedes good customer service.

B. Asbestos.

1. The Library will continue to label all asbestos-containing sprayed and troweled-on surfacing materials and all asbestos-containing pipe and boiler coverings with the words: "Caution - Asbestos: Do Not Disturb Without Proper Training and Equipment."

2. The Library will conduct periodic inspection of asbestos materials that may become friable. Maintenance personnel will be trained regarding the hazards of asbestos-containing materials. The Library will establish a process that assures that asbestos-containing material is not disturbed during building repairs and renovations.

C. Equipment and Electronic Technology.

1. The Library will give due consideration to health and safety issues, including ergonomics, in ordering new equipment, electronic technology or furniture.

2. The Library recognizes that an employee whose job requires substantial use of video display terminals or monitors will from time-to-time require alternate work assignments or, if same are unavailable, brief rest periods other than regularly scheduled breaks.

3. An employee whose job title or classification is substantially affected by work reorganization or automation will be provided reasonable training with respect to such equipment.

4. A pregnant employee whose job requires substantial use of video display terminals shall have the following three options:

(a) Continue in her current position.

(b) Transfer to another available position in the Library, if the employee is qualified to fill such a position and at the wage rate which is appropriate for the position and which recognizes the employee's length of service. Such position shall not require the employee to make significant use of video display terminals in completing the job requirements.

(c) An immediate medical leave of absence due to pregnancy in accordance with the provisions of Article XV.

D. CDL Licensure.

Bargaining unit employees shall be subject to mandatory testing for alcohol and drugs only to the extent necessary to comply with state or federal laws or regulations requiring such testing (e.g., CDL licensure). Such testing shall be conducted in accordance with procedures mandated by applicable government regulations and consistent with Side Letter #8. No employee shall be required to obtain the CDL as a condition of employment. However, an employee will be required to maintain a CDL once she/he initially secures one for so long as the employee remains in a Delivery Driver II position. All employees in Delivery Driver positions as of April 1, 2001 shall be eligible to obtain a CDL, with immediate reclassification to Delivery Driver II upon issuance of the CDL. Any employee who fails to maintain eligibility for the Delivery Driver II position shall immediately be reclassified to the Delivery Driver position and be paid at the rate the employee would be earning if she/he had never been classified as a Delivery Driver II.

ARTICLE XXV

PERFORMANCE EVALUATIONS

The Library agrees to undertake a review of its existing performance evaluation system with the objective of implementing changes prior to evaluating bargaining unit employees in the future. The Library recognizes its duty to bargain with the Union concerning any changes in the performance form before implementation.

ARTICLE XXVI

TERM OF AGREEMENT

Subject to the following, this Collective Bargaining Agreement shall expire on March 31, 2017. This Agreement shall be renewed automatically for successive one-year periods unless either party initiates negotiations for a successor Agreement in accordance with the provisions of the Negotiation Procedures in Article II.

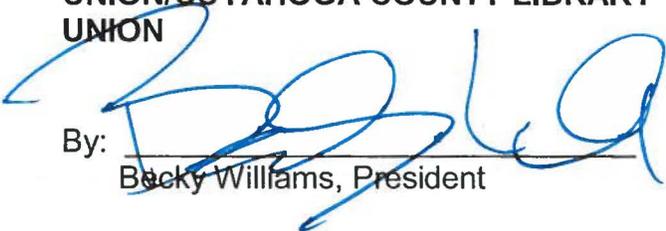
SIGNATURE PAGE

**BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC
LIBRARY**

By: 

Maria L. Spangler, President

**SERVICE EMPLOYEES
INTERNATIONAL UNION, DISTRICT
1199, THE HEALTH CARE AND SOCIAL
SERVICE UNION SERVICES
EMPLOYEES INTERNATIONAL UNION,
DISTRICT 1199, WV/KY/OH, THE
HEALTHCARE AND SOCIAL SERVICE
UNION/CUYAHOGA COUNTY LIBRARY
UNION**

By: 

Becky Williams, President

APPENDIX I

Titles and Grades – Bargaining Unit Positions		
TITLE	COST CENTER	GRADE
Page	BSD	U-1
Sorter	SHP	U-3
Receiving Assistant	ACQ	U-4
Printing Equipment Operator II	GFX	U-4
Processing Clerk	PRO	U-4
Adult Literacy Clerk	LLD	U-6
Collection Development Clerk	CDD	U-6
Lead Processing Clerk	PRO	U-6
Marketing Clerk	MKD	U-6
Youth Literacy & Outreach Clerk	LLD	U-6
Youth Services Clerk	LLD	U-6
Branch Clerk	BSD	U-7
Catalog Assistant	CAT	U-7
Contract Project Assistant	FCD	U-7
Delivery Driver I	SHP	U-7
Environmental Services Assistant	FCD	U-7
Lead Receiving Assistant	ACQ	U-7
Maintenance Assistant	FCD	U-7
Media Assistant	ITD	U-7
Order Entry Clerk	ACQ	U-7
Returns Clerk	ACQ	U-7
Technical Services Assistant	PRO	U-7
Youth Services Lead Clerk	LLD	U-7
Accounting Clerk	FND	U-8
Delivery Driver II	SHP	U-8
Purchasing Assistant	FND	U-8
Serials Specialist	TSD	U-8
Maintenance Worker	MNT	U-10
Collection Development Assistant	CDD	U-10
Public Services Assistant I or II	BSD	U-10
Systems Support Technician	ITD	U-10
Systems Support Technician – Inventory	ITD	U-10

APPENDIX I

Titles and Grades – Bargaining Unit Positions		
TITLE	COST CENTER	GRADE
Marketing Coordinator	MKD	U-10
Electronic Resources Assistant	CDD	U-10
Career Services Assistant	BSD	U-10
Cataloger	CAT	U-11
Circulation Supervisor	BSD	U-11
Communications Coordinator	MKD	U-11
Electronic Equipment Technician	ITD	U-11
Graphic Designer I	GFX	U-11
Maintenance Worker II	MNT	U-11
Mechanic	FCD	U-11
Production Coordinator	GFX	U-11
Purchasing Agent	FND	U-11
Web Content Coordinator	MKD	U-11
Communications Coordinator II	MKD	U-12
Graphic Designer II	GFX	U-12
Heating, Ventilation & Air Conditioning Technician	FCD	U-12
Lead Cataloger	CAT	U-12
Public Services Librarian I	BSD	U-12
Technology Trainer	ITD	U-12
Career Services Counselor	BSD	U-13
Public Services Librarian II	BSD	U-13
Career Services Supervisor	BSD	U-14
Collection Development Specialist	CDD	U-14
Development Analyst	ITD	U-14
Information & Technology Literacy Specialist	LLD	U-14
Internet Specialist	ITD	U-14
Media Services Supervisor	ITD	U-14
Programming Specialist	LLD	U-14
Reading Communications Specialist	MKD	U-14
Systems Supervisor	ITD	U-14

APPENDIX II-A

PAY SCHEDULE

	Through 4/11/2015		
▪ Grade	▪ Min.	▪ Midpoint	▪ Max.
▪ U-01	▪ \$9.071	▪ \$10.811	▪ \$12.552
▪ U-02	▪ \$10.701	▪ \$12.762	▪ \$14.824
▪ U-03	▪ \$12.314	▪ \$14.677	▪ \$17.039
▪ U-04	▪ \$13.542	▪ \$16.144	▪ \$18.747
▪ U-05	▪ \$14.219	▪ \$16.946	▪ \$19.673
▪ U-06	▪ \$14.929	▪ \$17.801	▪ \$20.672
▪ U-07	▪ \$15.671	▪ \$18.680	▪ \$21.689
▪ U-08	▪ \$16.462	▪ \$19.621	▪ \$22.780
▪ U-09	▪ \$17.285	▪ \$20.604	▪ \$23.923
▪ U-10	▪ \$18.141	▪ \$22.009	▪ \$25.876
▪ U-11	▪ \$20.060	▪ \$24.328	▪ \$28.595
▪ U-12	▪ \$22.054	▪ \$26.753	▪ \$31.452
▪ U-13	▪ \$24.260	▪ \$29.425	▪ \$34.590
▪ U-14	▪ \$26.692	▪ \$32.942	▪ \$39.191

APPENDIX II-B

PAY SCHEDULE

	Effective 4/12/2015		
▪ Grade	▪ Min.	▪ Midpoint	▪ Max.
▪ U-01	▪ \$9.071	▪ \$10.811	▪ \$12.803
▪ U-02	▪ \$10.701	▪ \$12.762	▪ \$15.120
▪ U-03	▪ \$12.314	▪ \$14.677	▪ \$17.379
▪ U-04	▪ \$13.542	▪ \$16.144	▪ \$19.121
▪ U-05	▪ \$14.219	▪ \$16.946	▪ \$20.066
▪ U-06	▪ \$14.929	▪ \$17.801	▪ \$21.085
▪ U-07	▪ \$15.671	▪ \$18.680	▪ \$22.122
▪ U-08	▪ \$16.462	▪ \$19.621	▪ \$23.235
▪ U-09	▪ \$17.285	▪ \$20.604	▪ \$24.401
▪ U-10	▪ \$18.141	▪ \$22.009	▪ \$26.393
▪ U-11	▪ \$20.060	▪ \$24.328	▪ \$29.166
▪ U-12	▪ \$22.054	▪ \$26.753	▪ \$32.081
▪ U-13	▪ \$24.260	▪ \$29.425	▪ \$35.281
▪ U-14	▪ \$26.692	▪ \$32.942	▪ \$39.974

APPENDIX III

Layoff Bumping Pool - BSD

Job Title	COST CENTER	GRADE
Career Services Supervisor	BSD	U-14
Career Services Counselor	BSD	U-13
Public Services Librarian II	BSD	U-13
Public Services Librarian I	BSD	U-12
Circulation Supervisor	BSD	U-11
Career Services Assistant	BSD	U-10
Public Services Assistant I or II	BSD	U-10
Branch Clerk	BSD	U-07
Page (Bargaining Unit)	BSD	U-01

Layoff Bumping Pool - ADM

Job Title	COST CENTER	GRADE
Adult Service Program Specialist	LLD	U-14
Collection Development Specialist	CDD	U-14
Development Analyst	ITD	U-14
Information & Technology Literacy Specialist	LLD	U-14
Internet Specialist	ITD	U-14
Media Services Supervisor	ITD	U-14
Programming Specialist	LLD	U-14
Reading Communication Specialist	MKD	U-14
System Supervisor	ITD	U-14
Graphics Designer II	GFX	U-12
Heating, Ventilation & Air Conditioning Mechanic	FCD	U-12
Lead Cataloger	CAT	U-12
Technology Trainer	LLD	U-12
Cataloger	CAT	U-11
Electronic Equipment Technician	ITD	U-11
Graphics Designer I	GFX	U-11
Maintenance Worker II	FCD	U-11
Mechanic	FCD	U-11
Production Coordinator	GFX	U-11
Purchasing Agent	FND	U-11
Web Content Coordinator	MKD	U-11
Collection Development Assistant	CDD	U-10
Electronic Resources Assistant	CDD	U-10
Maintenance Worker	MNT	U-10
System Support Technician	ITD	U-10

APPENDIX III

Job Title	COST CENTER	GRADE
Accounting Clerk	FND	U-08
Contract Project Assistant	FCD	U-08
Deliver Driver II	FCD	U-08
Purchasing Assistant	FND	U-08
Serials Specialist	CAT	U-08
Catalog Assistant	CAT	U-07
Delivery Driver I	FCD	U-07
Environmental Services Assistant	FCD	U-07
Lead Receiving Assistant	ACQ	U-07
Maintenance Assistant	FCD	U-07
Media Assistant	ITD	U-07
Youth Services Lead Clerk	LLD	U-07
Adult Services Clerk	LLD	U-06
Collection Development Clerk	CDD	U-06
Marketing Clerk	MKD	U-06
Order Entry Clerk	ACQ	U-06
Processing Lead Clerk	PRO	U-06
Shipping & Receiving Clerk	SHP	U-06
Youth, Literacy & Outreach Clerk	LLD	U-06
Youth Services Clerk	LLD	U-06
Printing Equipment Operator II	GFX	U-04
Processing Clerk	PRO	U-04
Receiving Assistant	ACQ	U-04
Technical Services Assistant	TSD	U-04
Sorter	FCD	U-03
Page (Bargaining Unit)	BSD	U-01

***ADM 120hr bargaining unit members have rights to bump into BSD job titles**

APPENDIX IV

WELLNESS POINT CHART 2014 - 2017

Wellness Action	Plan Year 2015 <i>Points accumulated between 9/1/2013 & 9/15/2014</i>		Plan Year 2016 <i>Points accumulated between 9/16/2014 & 9/15/2015</i>		Plan Year 2017 <i>Points accumulated between 9/16/2015 & 9/15/2016</i>	
	Goal	Earn	Goal	Earn	Goal	Earn
Blood Pressure	Submit baseline	1 Point	Less than 145/90	1 Point	Less than 140/85	1 Point
Cholesterol	Submit baseline	1 Point	Less than 135 LDL	1 Point	Less than 130 LDL	1 Point
Glucose / A1C	Submit baseline	1 Point	Less than 115	1 Point	Less than 110	1 Point
BMI	Submit baseline	1 Point	Less than 30	1 Point	Less than 28	1 Point
Health Risk Assessment	Participate	1 Point	Participate	1 Point	Participate	1 Point
Health Coaching	Attend coaching sessions	1 Point	Attend coaching sessions	1 Point	Attend coaching sessions	1 Point
Sign Tobacco/Nicotine Free Affidavit	Participate	1 Point	Participate	1 Point	Participate	1 Point
Exercise	Average of 35,000 steps/moves weekly	1 Point	Average of 40,000 steps/moves weekly	1 Point	Average of 45,000 steps/moves weekly	1 Point
Dental Checkup & Cleaning	Go to dentist 2 times per year	1 Point per cleaning max 2 Points per year	Go to dentist 2 times per year	1 Point per cleaning max 2 Points per year	Go to dentist 2 times per year	1 Point per cleaning max 2 Points per year
Vaccinations	Flu Pneumonia Shingles	1 Point per vaccination	Flu Pneumonia Shingles	1 Point per vaccination	Flu Pneumonia Shingles	1 Point per vaccination
Preventive Screenings	Pap Mammogram Prostrate Colonoscopy	1 Point per screening	Pap Mammogram Prostrate Colonoscopy	1 Point per screening	Pap Mammogram Prostrate Colonoscopy	1 Point per screening

APPENDIX V

GRIEVANCE FORM

NOTE: MAKE THREE COPIES OF ORIGINAL FORM. SUBMIT ORIGINAL TO MANAGEMENT AND DISTRIBUTE COPIES TO (1) AGGRIEVED EMPLOYEE, (2) STEWARD, (3) BUSINESS REPRESENTATIVE.

EMPLOYEE:	BRANCH:
JOB TITLE:	SUPERVISOR:
DEPARTMENT:	DATE OF HIRE:
SUMMARIZE NATURE OF GRIEVANCE. [PLEASE SPECIFY ALL VIOLATIONS OF THE AGREEMENT. INCLUDE ALL RELEVANT DATES.]:	
[USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.]	
DESIRED REMEDY:	
STEP I: discussion with branch/department/regional manager	
DATE OF DISCUSSION:	
SUPERVISOR RESPONSE:	
STEP II: WRITTEN GRIEVANCE FORM TO BRANCH/DEPARTMENT/REGIONAL MANAGER (MUST BE FILED WITHIN TWENTY (20) CALENDAR DAYS AFTER THE ALLEGED GRIEVANCE OCCURRED)	
DATE FILED:	
RELEVANT INFORMATION:	
DATE RESPONSE RECEIVED:	
RESPONSE:	

APPENDIX V



STEP III: WRITTEN APPEAL TO NEXT LEVEL SUPERVISOR & DIRECTOR OF HUMAN RESOURCES (MUST BE FILED WITHIN TEN (10) CALENDAR DAYS AFTER RECEIPT OF THE STEP II RESPONSE)	
DATE FILED:	MEETING DATE:
RELEVANT INFORMATION:	
DATE RESPONSE RECEIVED:	
RESPONSE:	



STEP IV: written appeal to executive director (TEN (10) CALENDAR DAYS FROM STEP III RESPONSE)	
DATE FILED:	MEETING DATE:
RELEVANT INFORMATION:	
DATE RESPONSE RECEIVED:	
RESPONSE:	

NOTE: A SEPARATE FORM IS TO BE FILLED OUT FOR REQUEST FOR ARBITRATION IF NO RESPONSE IS RECEIVED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER SUBMISSION OF STEP IV APPEAL. NOTICE TO EXECUTIVE DIRECTOR WITHIN FORTY-FIVE (45) CALENDAR DAYS OF STEP IV RESPONSE.
RESOLUTION:



UNLESS OTHERWISE INDICATED, BY SIGNING THIS GRIEVANCE FORM THE AGGRIEVED EMPLOYEE GRANTS AUTHORIZATION TO THE UNION TO ACT IN HIS/HER BEHALF AND TO ADVANCE THE GRIEVANCE THROUGH THE STEPS OF THE GRIEVANCE PROCEDURE.

SIGNATURE OF AGGRIEVED EMPLOYEE	DATE
SIGNATURE OF UNION REPRESENTATIVE	DATE



<input type="checkbox"/> I DO NOT WISH THE UNION TO ADVANCE MY GRIEVANCE WITHOUT EXPRESS AUTHORIZATION.
<input type="checkbox"/> I WISH TO PRESENT THIS GRIEVANCE AND HAVE IT ADJUSTED WITHOUT INTERVENTION OF THE UNION (UNION WILL STILL BE NOTIFIED OF EACH STEP IN THE PROCESS).

SIDE LETTER #1

SUBJECT: Facilities Division Employee Differential for Non-Standard Hours

During negotiations between the CCLU/District 1199 and the Board of Trustees of the Cuyahoga County Public Library, the parties agreed that for the duration of the collective bargaining agreement, maintenance employees of the Operations Division (Electronic Equipment Repair Technician, HVAC Mechanic, Maintenance Worker) shall be paid a pay differential of \$2.00 per hour for each hour worked which is different from and which does not overlap with the normally assigned work schedule of the maintenance employee. However, the pay differential does not apply when the employee is receiving premium pay for snow plowing in accordance with Article XII(E)8.

Nothing in this letter shall prevent the Operations Director or his designee from changing on a permanent basis (45 calendar days or more) the regular normally assigned work schedule of a maintenance employee in order to meet departmental work or service obligations or requirements. In the case of a permanent change in a regular, normally assigned work schedule, no pay differential as provided for in Article XII of the agreement between the Board and the CCLU/District 1199 shall be paid to the maintenance employee in the Operations Division.

Nothing in this letter shall prohibit maintenance employees from voluntarily waiving the pay differential in cases where it might ordinarily apply. In cases of voluntary waiver, no precedent shall be set. Supervisors and management shall not use this letter to coerce an employee into a voluntary waiver of the pay differential.

It is further understood and agreed by CCLU/District 1199 and the Library that the terms of this letter shall apply only to maintenance employees of the Operations Division.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #2

SUBJECT: Change in Public Service Hours

The Library has no intention to change from the current public service hours of 9:00 a.m. to 9:00 p.m. Monday-Thursday, 9:00 a.m. to 5:30 p.m. Friday and Saturday, and 1:00 p.m. to 5:00 p.m. on Sundays.

However, the Library reserves the right to change public service hours at any time, provided it gives written notice to the Union at least thirty days before the public is notified of changes in public service hours that would result in substantial changes in work schedules for Library employees. Our commitment requires such notification only in the event that the Library intends to effect a change in public service hours which results in a substantial change in work schedules affecting one or more classifications of employees.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #3

SUBJECT: Subcontracting

The Library commits to provide the Union with thirty (30) calendar days' written notice prior to the implementation of any new decisions to subcontract work where such decisions have an effect on hours, wages and working conditions of bargaining unit employees or bargaining unit staffing. Upon request of the Union, the Library will meet and confer regarding the effects of subcontracting on the wages, hours or terms and conditions of employment of the employees and the effects on bargaining unit staffing in the affected job classification(s). This notice will provide the Union with an opportunity to offer alternatives to a Library decision to subcontract.

Additionally, the Library commits to provide the Union with thirty (30) calendar days' written notice of subcontracting decisions which, while covered by a prior subcontracting practice of the Library, will serve to extend the scope of such activity in a fashion that would have an effect on wages, hours or terms and conditions of employment of the current bargaining unit employees or bargaining unit staffing. This notice will provide the Union with an opportunity to offer alternatives to a Library decision to subcontract.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #4

SUBJECT: Government Funded Training Programs

CCLU/District 1199 and the CCPL have identified a mutual interest in exploring ways for the Library to participate in "school to work" or similar programs where government funding may be available. The parties recognize that participation in such programs can have a positive impact on the Library's community relations.

CCLU/District 1199 is willing to work with the Library Administration in the future in an attempt to qualify for government funded training programs. Effective participation in such programs may require a limited waiver of the normal posting requirement for bargaining unit positions, consideration of whether such positions should be included in the bargaining unit, expected duration of such employment opportunities and other matters beyond the contemplation of the parties at the time of these negotiations. If the Library decides to pursue such training opportunities, the parties agree to meet and discuss ways to facilitate the Library's participation. Nothing herein should be construed to limit the Library's rights pursuant to Article XXII(E)(2).

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #5

SUBJECT: Bargaining Unit Supervisors

The Union respectfully acknowledges the Library's right to direct and supervise the workforce at the Cuyahoga County Public Library. The Union and the Library recognize the importance of the role of bargaining unit supervisors in the overall administration of the Library. To that end, the Library expects a bargaining unit supervisor to act in the best interests of the Library in her/his capacity as a supervisor, which includes adhering to the collective bargaining agreement. The union acknowledges and supports the expectation that a bargaining unit supervisor will perform her/his responsibilities in regard to supervising other bargaining unit employees.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #6

SUBJECT: Temporary Employees

The following is the Agreement of the Cuyahoga County Public Library and District 1199, Service Employees International Union regarding the use of temporary employees to perform bargaining unit work.

1. The Library may hire individuals as temporary employees for periods not exceeding one hundred eighty (180) calendar days, unless the temporary vacancy arises from an approved paid or unpaid leave of absence of an employee that exceeds one hundred eighty (180) days.

2. Unless emergency conditions exist, the Library shall inform the Union Executive Board Chair in writing of its intention to use temporary employees to perform bargaining unit work no later than fourteen (14) calendar days prior to the beginning of the temporary assignment. In the event of an emergency, the library shall inform the Union Executive Board Chair of the decision to employ temporary employees within one work day of the date the decision was made. The Library shall also inform the Union Executive Board Chair of the names of all temporary employees, their date of hire and length of assignment.

3. Temporary hours for bargaining unit work shall first be offered to qualified bargaining unit employees who can meet scheduling requirements prior to offering such temporary hours to other individuals.

4. Bargaining unit employees who work temporary hours shall accrue all benefits on a pro-rated basis for the temporary hours except health insurance benefits.

5. The Library shall not use a temporary employee(s) to avoid filling or creating a bargaining unit position(s).

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #7

SUBJECT: Closed Circuit Cameras

The following agreement is entered into between SEIU District 1199 (the "Union") and the Cuyahoga County Public Library (the "Library").

1. The Library and the Union have a mutual interest in maintaining a safe and secure environment for Library customers and employees. The parties recognize and agree that the installation and use of closed circuit cameras can contribute to a safe and secure environment, may discourage inappropriate and/or illegal behavior, and assist in the enforcement of Library policies and rules.

2. The Library shall have the unrestricted right to install closed circuit cameras in any public service area, any area that is readily accessible to members of the public, at points of ingress and egress to Library facilities, on the perimeter of Library buildings, in Library parking lots, and in any area within a Library facility where loss or theft of Library assets is suspected. Closed circuit cameras will not be placed in any location that would intrude upon employees' reasonable expectation of privacy (e.g., restrooms).

3. The Library will use closed circuit cameras that record video images in a format that can be preserved and viewed. The Library will not use equipment that makes audio recordings.

4. The Library will give designated Union representatives advance notice of the proposed installation of a closed circuit camera in Library facilities, unless the purpose of such installation is the investigation of possible loss or theft of Library assets.

5. This Side Letter does not apply to law enforcement investigations. Nothing herein precludes the Library from fully cooperating with law enforcement investigations on Library premises, including law enforcement's installation of closed circuit cameras as part of an investigation.

6. To the extent permitted by law, the Library will provide the Union access to video recordings in connection with any incident involving employee discipline, safety, or security.

7. The Library will not utilize closed circuit cameras to monitor employee attendance or productivity.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #8

SUBJECT: Mandated Drug/Alcohol Testing

During 2010 negotiations, the parties agreed to contract language (Art. XXIII(D)) permitting the Library to perform drug/alcohol testing to the extent necessary to comply with state or federal laws or regulations. The parties recognized the need to address certain issues relating to such testing that are not expressly covered by existing regulations. However, in all cases, the rights and obligations established by the applicable regulations, as they may be modified from time to time, shall be controlling.

1. Employees affected by testing will be provided with information concerning the impact of the use of drugs/alcohol on job performance. The Library will provide appropriate training to supervisors on recognition of the symptoms of drug/alcohol abuse, impairment and intoxication. The Library will train covered employees concerning their rights and obligations relating to drug/alcohol testing.

2. The Union Executive Board Chair or her/his designee will be notified as soon as practicable following the drug/alcohol testing of a bargaining unit employee.

3. Transportation of an employee to a medical center for drug/alcohol testing will be performed or arranged by the Library, unless performed by a law enforcement agency or EMS personnel. Any testing requiring loss of time from work, including travel to and from a testing facility, will be compensated as work time.

4. Pending the results of a drug/alcohol test, the employee will be considered first on paid sick leave, if available, or second, on paid vacation leave, if available. If no paid leave is available, the employee will be granted an unpaid leave. If test results are negative, the employee will be returned to duty and any paid leave taken will be restored and any unpaid leave taken will be converted to pay for the employee.

5. When any accident occurs, the driver must immediately notify the designated supervisor of the department to report the accident. If the accident occurs before or after business hours, the employee shall notify the designated staff member to report the same.

6. If the employee fails to remain available for a drug/alcohol test or refuses such testing, he/she will be subject to disciplinary action up to and including discharge consistent with the requirements of just cause.

7. In the event of a positive test result, the employee may be subject to disciplinary action consistent with the requirements of just cause.

8. If the employee is enrolled in a treatment program that requires the employee to be absent from work, the employee may request an appropriate form of leave of absence in accordance with the provisions of the collective bargaining agreement. Until cleared to resume a safety-sensitive position, the Library shall permit an employee to return to work in an available position for which the employee is

qualified provided the position does not involve operation of a motor vehicle. If no appropriate vacancy is available, the Library will consider whether there is other available work for which the employee is qualified. Such employee will be paid at the minimum rate applicable to the position to which the employee is assigned.

9. Results of drug/alcohol testing performed hereunder will be considered medical records and shall be treated as confidential to the extent permitted by law.

10. A bargaining unit member who applies for a different bargaining unit position where such position requires the operation of Library motor vehicles, shall be required to pass a drug and nicotine screen administered by a provider designated by the Library before an offer of employment will be extended to the employee.

11. The Grievance Procedure shall be available for all disputes or discipline relating to drug/alcohol testing.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER # 9

SUBJECT: Fitness for Duty

1. SEIU recognizes CCPL's right to require an employee to submit to a fitness for duty evaluation to determine the employee's physical or mental capacity to perform the duties of his/her position, provided CCPL has a reasonable belief that the employee may have a physical or mental condition that has impaired or might impair his/her ability to perform his/her job. However, nothing herein shall be construed to require CCPL to utilize a fitness for duty evaluation before addressing an employee's performance deficiencies through performance evaluations, coaching, or discipline.

2. When CCPL decides, in the exercise of its sole discretion and consistent with its rights and obligations under the Americans with Disabilities Act, to require an employee to be examined by a health care provider selected by CCPL, the guidelines set forth herein will apply.

3. CCPL will give notice to the employee of a meeting to discuss performance issues. The employee will be advised of his/her right to have a union representative present or to decline to have a representative present. The employee will also be advised that the Union representative will be notified of the date, time and location of the meeting. Ordinarily, the meeting will be conducted away from the employee's normal work site.

4. CCPL will also notify SEIU of the date, time and location of the meeting, identify the employee involved, and indicate that the purpose of the meeting is to discuss performance issues.

5. At the outset of the meeting, a CCPL representative will advise the employee that confidential and/or medical information may be discussed during the meeting. At the meeting, the employee will be requested to sign a form authorizing his/her prior medical or mental health providers to release relevant records and information to the health care provider selected by CCPL. The employee will not be required to sign the form. CCPL will advise the employee that if he/she refuses to sign an authorization, it may impair the ability of CCPL's health care provider to evaluate the employee's condition and provide a thorough fitness for duty evaluation to CCPL. In consultation with the employee's health care provider, CCPL's health care provider will determine what prior records or information are necessary for a thorough and/or timely evaluation.

6. CCPL will advise the employee of the date, time and location of the fitness for duty evaluation and the identity of the health care provider who will be making the evaluation. If the employee has been actively working for CCPL, CCPL will schedule the evaluation during the employee's scheduled work time or arrange a flex schedule so that the time spent attending the evaluation is compensated.

7. CCPL will ordinarily give to the health care provider it has selected a copy of the position description and performance standards applicable to the employee's current position. CCPL may also give the health care provider documentation relating to the employee's performance or other issues giving rise to the fitness for duty evaluation. CCPL will give a copy of such documentation to the employee at the meeting with the employee described in paragraph 5, above, or as soon thereafter as possible, but in no event later than when CCPL provides the documentation to the health care provider it has selected. If the employee seeks a second opinion from a health care provider selected by the employee, the employee will be expected to provide that health care provider with a copy of the same documentation.

8. CCPL will advise the employee whether he/she will be permitted to work in his/her normal job classification or an alternative or light duty position selected by CCPL pending receipt of the fitness for duty evaluation and resolution of any issues raised by the evaluation. CCPL will make every effort to allow the employee to continue to work in some capacity. If CCPL determines an employee is not going to be permitted to work pending completion of the evaluation process, it will explain the leave options available to the employee. In the event CCPL does not permit an employee to continue to work in any capacity pending resolution of fitness for duty issues, then the employee shall have the right to grieve that decision in accordance with the collective bargaining agreement. In the event that the fitness for duty evaluation process determines the employee was not impaired from performing his or her regular job duties, CCPL agrees the restoration of paid leave time and/or wages is a possible remedy to a grievance.

9. At the meeting described in paragraph 5, above, CCPL will advise the employee that he/she may also arrange for a second medical opinion by a doctor selected by the employee. The employee shall be solely responsible for the cost of any such second opinion. The employee shall make every effort to secure a second opinion in a timely fashion in order to avoid delay in resolution of the fitness for duty issue. CCPL shall consider any timely information provided by the second opinion in making any decision affecting the employee's employment status. If CCPL takes an adverse employment action as a result of the fitness for duty evaluation process, the employee shall have the right to grieve that decision in accordance with the collective bargaining agreement.

10. CCPL will encourage the health care provider who conducts the evaluation to dispense with any recitation of the employee's personal or medical history that is not necessary to support his/her conclusions or to assist CCPL in understanding those conclusions. A more detailed history can be prepared and retained by the provider as appropriate.

11. CCPL will provide a copy of the health care provider's written evaluation to the employee. CCPL will provide a copy of the evaluation to SEIU only upon the written authorization of the employee.

12. CCPL and SEIU recognize the confidential nature of the health care provider's evaluation report as well as any second opinion from a medical provider selected by the employee. CCPL and SEIU agree to restrict access accordingly,

consistent with their obligations under the Americans with Disabilities Act and other applicable laws. Ordinarily, a bargaining unit supervisor will not be given access to the evaluation report or second opinion until after CCPL has met with the employee to discuss the report.

13. Notwithstanding any other provision of this Memorandum of Understanding, the parties agree that an employee has the right to grieve any action that the employee believes violates this Memorandum of Understanding.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #10

SUBJECT: Insurance Plan Design Outline Effective 1/1/15

1. Eliminate Zero Deductible plan.
2. \$400 single/\$800 Employee + 1 and Family deductibles.
3. \$2,000/\$4,000 annual out of pocket maximum.
4. All preventive screenings covered at 100%.
5. Mandatory use of generic Rx where available.
6. Mandatory mail order of Rx where available (following 90 day retail for new prescription).
7. Emergency room co-pay of \$100 and Urgent Care co-pay of \$30.
8. No proposed changes to High Deductible and Health Span plans.
9. All co-pays and coinsurance (including prescription) go toward deductible and out-of-pocket maximum for all plans.
10. Prior to 2015 open enrollment, the Library will assess the cost impact of adding bariatric options to all plans.
11. Prior to 2015 open enrollment, the Library will assess the cost impact of a \$15 co-pay for outpatient rehabilitation therapy, including physical, occupational, and speech therapy.

SIDE LETTER #11

SUBJECT: Pre-disciplinary Meetings

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

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #12

SUBJECT: Staffing Assessment Tool

Without restricting in any way the Library's right to determine its staffing needs, the Library agrees that if it changes the staffing assessment tool by which it makes staffing decisions, it will share such information with the Union and the Union may provide input. If a change in the staffing assessment tool leads to a reduction in force as defined in Article IX, then upon request, the Library will meet and confer with the Union about the change in the staffing assessment tool.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #13

SUBJECT: Capital Plan

The Library and the Union recognize that the Library's capital plan is likely to have an impact on staffing levels at affected branches. To the extent implementation of the capital plan leads to a net reduction in staffing on a system wide basis, the Library will endeavor to achieve the reduction through attrition rather than through layoffs. However, uncertainty relating to future revenues precludes the Library from making a contractual commitment that there will be no future layoffs. The Library agrees to continue to meet and confer with the Union on the potential impact of the capital plan on staffing levels.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #14

SUBJECT: PSL III

During 2014 contract negotiations, the Library determined that the non-bargaining unit job title of PSL Supervisor/III will be phased out. As existing incumbents in the PSL Supervisor/III job title leave their position, if the Library decides to fill the vacant position, the vacancy will not be posted as a PSL Supervisor/III.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #15

SUBJECT: Passport Acceptance Agent

SEIU District 1199 and the Cuyahoga County Public Library hereby agree to the following terms with respect to the impact and implementation of the Library's decision to become a Passport Acceptance Agency and its impact on the duties of the circulation staff.

1. CCPL, as guided by the Federal government, will be the responsible party for the handling and acceptance standards as a Passport Acceptance Agency. Circulation clerks, bargaining unit clerk substitutes who are passport certified, and Circulation Supervisors will be responsible for accepting passport applications. CCPL attests that there will be no liability for bargaining unit employees related to this new duty, now or in the future.
2. CCPL will clearly designate the priority of this duty compared with existing workload duties. CCPL confirms that it will take no adverse action against any bargaining unit employee related to an employee's role in the acceptance or processing of passports so long as he/she is following standard protocol as trained.
3. There will also be no adverse employment impact if a circulation employee is not qualified to accept a passport application under the program's compliance regulations. An employee not meeting the qualifications will not be denied any opportunities in additional hours, transfers or promotions. Any bargaining unit employee who is a candidate for a position involving passport acceptance agent duties will be given a form to sign that will affirm if they meet or do not meet all requirements determined by the Federal government to establish United States citizenship and the candidate's eligibility to perform the duties of passport acceptance agent. The employee will answer yes or no to the questions in totality. The library will not inquire if the answer is no. If the answer is yes, the employee will be required to show the requisite proof to the Program Manager. There will be no adverse impact to the employee, now or in the future, if the employee's qualifications change and he/she is no longer able to be certified by the program's standards. If the employee's qualifications change, the employee will turn in a new form to the Program Manager. All circulation department employees will be expected to participate unless not qualified under Federal program compliance guidelines. The form will not be included in the employee's personnel file.
3. CCPL will provide thorough initial and subsequent training to ensure staff has the tools needed to properly and confidently accept passport applications. Employees will receive all updates and have adequate time during work hours to learn the updates and to keep up with the latest Federal requirements and photography requirements. Training will be done during work hours. Initial training will include e-learning and/or in-person instruction and will include: detailed CCPL procedures, use of photography and printing equipment, and

customer service with regard to proper procedure to manage any and all situations related to this service.

4. CCPL and SEIU recognize the confidential nature of passport acceptance. CCPL and SEIU agree to restrict access accordingly, consistent with their obligations under applicable federal laws. CCPL and SEIU mutually agree to security and implementation that includes meeting the standards set by the government
5. The Library will not accept passport applications within one hour of closing. If the Library accepts passports on Sundays the Library will increase the number of clerks but not increase the home branch compliment.
6. Employees will be reimbursed for any and all expenses incurred in order to comply with program requirements, including, but not limited to acquiring a required birth certificate or other documents. Receipts for any and all expenses must be submitted for reimbursement.

Notwithstanding any other provision of the Side Letter, the parties agree that an employee or the Union has the right to grieve any action that the employee or the Union believes violates this Memorandum of Understanding.

Cuyahoga County Public Library

SEIU District 1199/CCLU

SIDE LETTER #16

SUBJECT: Sunday Call-Off Responsibilities

Cuyahoga County Public Library (hereinafter referred to as CCPL or "the Library") and Service Employees International Union, District 1199, otherwise jointly referred to herein as "the parties," enter into this agreement regarding the transferring of responsibility for replacing employees who call in sick on Sundays from nonunion personnel to members of the Union's bargaining unit.

1. As there will be a change in process and because of the Union's expressed interest in previous negotiations in taking on responsibility for making calls to find branch staff replacements for staff who call in sick, the parties hereby agree to transfer the responsibility for finding replacements to qualified and reliable bargaining unit personnel.
2. Not more than two bargaining unit members shall be selected to perform such duties and the interest of potential candidates will be solicited by the Union, with interested parties being referred to the Human Resources Director for consideration. The Director will review the performance evaluations of interested staff and will award the position based on skill, ability, education, experience, reliability and other vocationally relevant factors. The Director may consider seniority as a deciding factor. The Director's decision is final.
3. The selected employees must have an overall three on their last performance evaluation and three years Library experience including Sunday branch work.
4. The two selected bargaining unit members will have shared primary responsibility for providing such anticipate services. Whoever works on a given Sunday shall be available by telephone from 9:30 a.m. to 1:30 p.m. to identify and assign substitutes to replace a staff member who calls off. Cellular telephones will be provided for the performance of anticipate duties and selected candidates will be expected to comply with the Library's policy regarding such usage. The Library will not provide nor reimburse any bargaining unit member for required computer hardware and/or Internet access. Such employees will be trained in the established methodology for identifying and assigning substitutes including using AESOP for the purpose of Sunday fill-ins. The employees shall work with the Administrative Manager to properly record and monitor such staffing on a weekly basis. The Administrative Manager will be responsible for scheduling the selected employees. The selected employees can switch by submitting a switch form (or other means as directed) to Administrative Manager for approval.

5. The pay rate for bargaining unit members who fulfill the roles anticipated by the Memorandum shall fall within the U-8 pay grade. Should one or both bargaining unit members who are selected for the role have an hourly rate that exceeds the maximum rate for the U-8 pay grade, their Sunday entitlement will be the maximum rate of pay for the U-8 pay grade. Only one bargaining unit member selected to fill the role anticipated by this MOU may receive compensation for each Sunday of work, consistent with the terms of the Collective Bargaining Agreement.
6. The Administrative Manager shall have sole authority to evaluate and determine whether one or both of the bargaining unit members who fulfill the Sunday responsibilities are meeting the expectations of the role. If one or both should be evaluated as unsatisfactory, the Administrative Manager shall make one retraining attempt and re-evaluate performance thirty (30) days after the completion of such training. If the bargaining unit member's performance in the Sunday role does not improve adequately during that time frame, the Administrative Manager shall remove the person from the role and approach the Union for a replacement. Such a removal shall not be appealable, shall not reflect negatively on the affected employee's performance evaluation for their regular job, and expect under extraordinary circumstances shall not result in disciplinary action against the employee. The employees selected may request retraining.
7. Any selected bargaining unit member who becomes subject to a mandatory Sunday assignment shall only assume mandatory duties at the conclusion of the duties contemplated by this Memorandum.
8. The parties may agree that one or both selected bargaining unit members may be invited to train for the position and such training shall be compensated at the selected employees' current hourly rate for the duration of such training. Any bargaining unit member who is selected to fill one of the roles contemplated herein must be willing to commit to the role for minimum one year duration as a condition of being considered for the role. Further, any bargaining unit member selected under the terms of this MOU shall be removed from such Sunday assignments if they call off more than two Sundays in any six-month period. In such an event, the Union will be asked to provide the names of potential replacements and the selection of a successor in the role will follow the same process and using the same criteria as the original selections.

Cuyahoga County Public Library

SEIU District 1199/CCLU

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