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PREAMBLE

WHEREAS, it is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships. The Briggs Lawrence County Public Library/Ironton and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations and by establishing procedures to provide for the protection of the rights of the Briggs Lawrence County Public Library/Ironton and its employees and to insure to the public orderly and uninterrupted services.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1

RECOGNITION

Section 1

Briggs Lawrence County Public Library/Ironton, hereinafter referred to as the Employer, or Briggs, hereby recognizes the Ohio Association of Public School Employees (OAPSE)/American Federation of State, County, and Municipal Employees (AFSCME) and its Local #24, hereinafter referred to as the Union, as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment as certified by the State Employment Relations Board (SERB).

Section 2

The Employer recognizes the Union as the sole and exclusive, representative for all employees certified by SERB to be included in the bargaining unit, including, but not limited to the following classifications:

-Shelvers
-Students shelvers (working 975 hours or more per year)
-Custodians
-Clerks
-Maintenance

Section 3

Excluded are all supervisory, management and confidential employees.

ARTICLE 2

UNION SECURITY

Section 1

Membership in the Union is available, but not mandatory, to any employee occupying classifications as determined by this Agreement to be appropriately within the bargaining unit as set forth in the Recognition clause.

Section 2

The Employer agrees to authorize the Treasurer of the Briggs Lawrence County Public Library to deduct Union membership dues in the amount authorized by the Union, each pay period from the pay of any employee eligible for membership provided that said employee has individually provided written authorization for such deductions to the Employer. Such dues shall be transmitted to the Ohio Association of Public School Employees, Columbus, Ohio along with a list of employees for whom deductions are made within fifteen (15) days of the date the deduction was made.

Section 3

It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims arising from the provisions of this Article.

Section 4

The Employer shall be relieved from making any employee dues deduction upon:

1. Termination of employment;
2. Transfer to a job classification excluded from the bargaining unit;
3. Layoff from work;
4. Approved leave of absence without pay; or
5. Employee having failed to make wages equal to the amount of dues deduction.

Section 5

The Employer will provide the Union Local and the Ohio Association of Public School Employees' State Office a list of the names and addresses and last year's W-2 statements of all bargaining unit employees effective fifteen (15) days after the execution of this Agreement.

Section 6

Fair Share Fee

All employees in the bargaining unit shall pay a fair share fee to the Union ninety (90) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Ohio Association of Public School Employees' State Office. The Union agrees to annually provide its fair share fee procedures to those employees paying a fair share fee.

The Union agrees to hold the employer harmless in any disputes that may arise between the Union and any bargaining unit employee regarding the payment of the fair share fee.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of the fair share fee is subject to those conditions contained in this Article, Section D, 1 through 5.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

The Union shall recognize the right and the authority of the Employer to administer the business of the Library and, in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Library, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management.

ARTICLE 4

NEGOTIATION PROCEDURES

Section 1 - Scope of Negotiations

The scope of bargaining between the Employer and the Union shall be wages, hours of employment, fringe benefits, grievance procedures, terms and conditions of employment.

Section 2 - Joint Negotiation Committee

The negotiation committee for the Employer and the Union shall be made up of no more than four (4) individuals at a session. Each party retains sole discretion in determining the individuals that comprise the four (4) members of their respective committee. The negotiation committee for each party shall be recognized as the exclusive representative for that party, and together they shall comprise a joint negotiation committee for the purpose of negotiating and seeking agreement relative to a collective bargaining agreement. All negotiations shall be conducted in executive session and exclusively session and exclusively between committees.

Section 3 – Good Faith Bargaining

Good faith Bargaining shall mean the obligation on all parties to deal openly and fairly on all matters being negotiated in a sincere effort to reach a mutual understanding and agreement on such matters; but such obligation does not compel either party to agree to a proposal or require the making on a concession.

Section 4 – Days

For the purpose of Article 4, days refers to calendar days

Section 5 – Agreement

When an agreement is reached, it shall be reduced to writing by the Joint Negotiation Committee and be submitted to the Union. When approved by the membership of the Union, it shall be submitted to the Employer. Thereupon, after approval, the Agreement shall constitute the total contract between the parties.

Section 6 – Impasse

In the event the members of the Joint Negotiation Committee are unable to reach agreement by thirty (30) days prior to the expiration of the Agreement, the parties shall jointly request the services of the Federal Mediation and Conciliation Service. Such request for impasse shall be made by either party giving a 48-hour notice to the other party. However, the parties may mutually agree to extend the negotiation timeliness in order to facilities possible settlement of negotiated issues.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

Grievance is defined to be any question or controversy between any employee of the Union with the Employer involving:

1. The interpretation or application of the provisions of this Agreement;

2. The effect, reasonableness or application of any work established or enforces by the Employer.

3. The discipline or discharge of any employee.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement. Those matters described under Section 2 are excluded from the grievance procedure.

Section 2

If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by status of the State of Ohio or the United States for review or redress of a specific matter (such as Bureau of Unemployment Compensation, E.E.O.C., or Ohio Civil Rights Commission), such matter shall not be appealable through the grievance procedure.

Section 3

A grievance can be initiated by the union or any aggrieved bargaining unit member.

Section 4

The Union may designate up to three (3) grievance representatives, of which one may be chosen by the grievant to represent them through the grievance procedure. The union shall notify the Employee in writing of the names of grievance representative and alternate within thirty (30) days of their appointment.

The authorized functions of the grievance representative, shall include the following:

1. Representing the employee in investigating and processing grievance.

2. General supervision and coordination of grievances in process on behalf of the union and of the grievance grievant.

3. Act as liaison between the employer's representatives and the union on matters concerning grievances and this Agreement.

The grievance representative shall be released from his normal duties, upon approval of his/her supervisor, to participate in the aforementioned duties without loss of pay or benefits, when such duties can only be performed during his/her normal work hours. Such approval will not be reasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his/her grievance or have it heard.

The grievance representative shall notify his/her supervisor in advance of such duties.

Section 5

The association representative may be permitted reasonable access to the premises for the purposes of consulting with bargaining unit members about the provisions of this agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this agreement.

The association representative when on union business shall make his/her presence known to management immediately upon arrival on the premises of the employer. Premises shall include the work site of the employees during those parts of the workday in which the employee is on the employer's time.

Section 6

The following procedures shall apply to the administration of all grievances filed under this procedure.

1. All written grievances shall include: the name and position of the grievant, the identity of the provision of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, and a general statement of the grievance and the redress sought by the grievant. All grievances shall be placed on a proper grievance form, of which shall be supplied by the Local Union.

2. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the grievance procedure.

3. If a grievance affects a group of employee working in different assignments with difference principals, or associated with an employer-wide controversy, it may be submitted at Step 2, with all employees identified and bound by the outcome.

4. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member

of management and having said matter informally adjusted without the intervention of the union, provided that the adjustment is not inconsistent with the terms of this Agreement.

5. A grievant may, at his/her discretion, be accompanied at all steps of the grievance procedure by a representative of the union, however, the employer shall notify the union of a grievance filed by a grievant who does not desire to be accompanied by a union representative.

6. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty employee, such employee may be called without loss of pay.

Section 7

Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall workdays and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate management's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

Section 8

INFORMAL PROCEDURE

An employee having an individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee within ten (10) work days following the events or circumstances giving rise to the grievance having occurred or within ten (10) work days of when the events or circumstances should have become known to the employee. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) work day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance must be furnished. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within ten (10) work days of the submission of the grievance at this step, he/she may pursue the formal steps which follow.

FORMAL PROCEDURE

Step 1 - Director, or his/her designee

1. Should the employee not be satisfied with the informal answer, within five (5) work days thereafter, he/she may appeal the grievance to Step 1 by delivering a copy of the grievance form and any pertinent documents to the office of the Director. The Director or his/her designee shall date the form, accurately showing the date his/her office received the form.

2. Within five (5) work days of his/her receipt of the grievance form, the Director, or his/her designee for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the grievance representative and the employee. The employee may bring the appropriate grievance representative(s) to the meeting. The Director and the employee may bring any appropriate witnesses.

3. In the meeting called for at this step, the Director, or his/her designee for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.

4. Within five (5) work days of the meeting in this step, the Director shall submit to the grievance representative and the employee his/her written response to the grievance.

Step 2 - Arbitration

1. If the grievant is not satisfied with the disposition of the grievances at Step 1, the union may request a hearing before an arbitrator. The request for arbitration shall be made within fifteen (15) work days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

2. Within fifteen (15) work days of the request for arbitration, the grieving party will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and, within fifteen (15) work days of receipt of the list, will choose one (1) by the alternate striking method.

3. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

4. The arbitrator shall confine him/herself to the issue(s) submitted for

arbitration and shall have no authority to decide any other issue(s) not submitted to him/her.

5. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbiratrability, the alleged grievance will be heard on its merits before the same arbitrator.

6. The fees and expenses of the arbitrator and the cost of the hearing room if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

7. An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.

8. The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

Section 9

1. In the event the union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure on his/her own. However, only the union may seek to arbitrate a grievance.

2. An agreement between any employee and management that occurs when an employee participates in the grievance without the union shall not be binding upon the union.

3. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to the effect, or by permitting the time requirements at any step to lapse without further appeal.

4. No employee may be represented in this grievance procedure by any union organization other than the exclusive representative set forth in Article 2.

5. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.

6. The forms for processing grievances shall be made available through the Briggs Lawrence County Public Library and the union.

ARTICLE 6

SENIORITY

Section 1

For purposes of this Agreement, the term Seniority means a preferred position for specific purposes outlined within this Agreement which one employee within the department or unit may have over another employee within the unit because of greater length of continuous service within the bargaining unit.

Section 2

Seniority within the bargaining unit for purposes for the provisions of this collective bargaining agreement shall be computed from the date of hire on the basis of uninterrupted length of service in bargaining unit positions within the Briggs Lawrence County Public Library/Ironton, in accordance with Section 4 of this Article.

An employee who leaves a bargaining unit position for a non-bargaining unit position will have ten (10) working days in which to return to their former bargaining unit position without loss of seniority. Any employee(s) displaced as a result of this position will not have the right of grievance relating to their displacement and required return to prior position(s).

Section 3

Seniority list shall be prepared at the request of the Union President, but said request shall not occur more than once per year. The list shall indicate the date of last hire in the bargaining unit.

Section 4

The following will be considered breaks in continuous service if an employee:

1. Quits
2. Retires
3. Is terminated for just cause.
4. Refusal recall after layoff.
5. Leaves a bargaining unit position for a non-bargaining unit position for a period of more than ten (10) days.

Section 5

Ties in Seniority shall be broken by placing the names of employees in question in a container and having the employees present during a drawing. When two (2) or more employees are in question, the order that the names are drawn will determine the order of Seniority.

ARTICLE 7

JOB POSTINGS/VACANCIES

Section 1

The employer reserves the right to make the determination as to whether or not a vacant position exists and/or whether said vacant position is to be filled. Whenever the Employer determines that he wishes to fill said vacant position, or create a new position pursuant to this Agreement, he shall post notice for a period of five (5) work days. The notice shall be posted prior to 12:00 PM (noon) to be considered a full day.

The notice shall be posted in the Briggs Lawrence County Public Library/Ironton, and shall contain the following information:

1. Title of position.
2. Normal schedule of hours to be worked.
3. Rate of Pay.
4. Qualifications.
5. Date of posting.
6. Closing date of posting.

Employees who wish to be considered for the posted position must file a written application with the employer. There will be no requirements on the employer to consider applications filed after the closing date of the posting period.

Section 2

If an employee applies for a posted position in accordance with Section 1, the employee will be awarded such position based on qualification and seniority. If two or more applicants have equal qualifications, seniority shall govern in filling the vacancy.

Section 3

The employer will post the names of the successful bidder with twenty (20) calendar days of the bidding period.

Section 4

All bargaining unit employees, when qualified, shall be required to perform any and all temporarily assigned duties within the bargaining unit to fill a vacancy caused by an employee being sick or on other approved leave of absence, provide vacation relief scheduling or meet an emergency situation provided the absences are located at the Briggs Lawrence County Public Library located 321 South 4th Street, Ironton, Ohio. However, prior to an employee being temporarily transferred, the Employer shall request for volunteer employees to fill said vacancies.

The Employer may request volunteer employee to fill vacancies and/or meet an emergency situation at any of the Briggs Lawrence County Public Library branch/locations.

The parties mutually agree that the performance of the voluntary work at the branches does not affect the description of the bargaining unit as described by SERB on the bargaining unit status of said voluntary transfer employee(s).

Section 5

In the event a full time bargaining unit employee retires, resigns or is terminated, if the Employer determines a vacancy or vacancies exits, and then the Employer is considering filling the vacancy or vacancies with part time non-benefited bargaining unit employee(s), then the Employer agrees to give the Union seven (7) days notice prior to taking such action to discuss options.

ARTICLE 8

PROBATIONARY PERIOD

Section 1

Each newly hired employee shall serve a probationary period. Probationary periods shall be set at ninety (90) work days or six hundred seventy five (675) hours. Supervisors shall use the probationary period to observe closely and evaluate the employee's performance and aptitude for the job.

The Employer has the right to retain or dismiss those newly hired employees who have met or failed to meet acceptable work standards during the probationary period.

Section 2

A newly hired employee may be separated from employment at any time during the probationary period, without appeal.

Section 3

During an employee's probationary period, the employee shall be covered by the provisions of this Agreement, except that probationary termination/reduction shall not be appealable through the grievance procedure.

Section 4

The probationary period for newly promoted employees shall begin on the first day for which the employee receives compensation for the new position and shall continue for a period of ninety (90) days, excluding time spent on leaves of absence.

Section 5

A probationary employee who fails to complete the ninety (90) day probationary period shall be returned to his or her former position and shift. The reason for his or her failure will be reduced to writing and given to the employee. If the Employee does not believe that he/she had the requisite abilities for the new position, the employee shall provided a written reason for leaving the promoted position.

An employee who fails to meet probationary requirements and is returned to his/her position by management shall have the right to file a grievance if said employer's action are arbitrary and capricious.

The grievance shall be granted only if the employer's action(s) are shown to be arbitrary or capricious.

Section 6

In the event a promoted employee does not make probation and is returned to his or her former position, any employees displaced as a result will not have the right of grievance relating to the formally employee promoted employee being returned to their former position.

ARTICLE 9

DISCIPLINE PROCEDURE

Section 1

All discipline of Library employees shall be for just cause. Discipline is defined as an action taken by the employer against an employee for violation of this agreement and/or of the rules, policies and regulations of the Briggs Lawrence County Public Library.

Section 2

The Employer will administer discipline progressively and privately (out of the public eye) while aiming to improve the employee's performance or conduct. However, discipline actions shall and can be justified to fit the violation or conduct of the employee.

Section 3

Administering discipline is a management right. The management's decision to administer a certain level of discipline for a given offense is not to be relied upon by employees as a binding practice applied to every similar circumstance.

Section 4

Progressive discipline, taking into account the nature of the violation, will normally be as follows:

1. Verbal warning (written on a Verbal Warning sheet).
2. Written reprimand.
3. Suspension.
4. Dismissal.

Records shall be removed from the employer's file in accordance with the following schedule, in the event there are no intervening causes of disciplinary action:

Verbal Warning	-	removed after 6 months
Written Reprimand	-	removed after 6 months
Suspension	-	removed after 24 months

Removed records will not be considered as or for discipline thereafter.

Section 5

No employee shall be suspended or dismissed without a hearing with the Employer, except where it is necessary to immediately relieve an employee from duty due to gross misconduct. If

an employee is relieved without a hearing, the employee will be given a hearing as soon as possible. In all other cases, the procedure for suspension or dismissal will be as follows:

1. The Employer shall serve the affected employee and the Union with written notification of pending suspension or dismissal. This notice will cite the charges against said employee, provide a brief summary of the evidence upon which the charges are based, give the dates, times, and places of infraction, state the employee's right to representation and to present witnesses and cross-examine witnesses, and declare the anticipated disciplinary action.

2. A hearing will occur before the Director or his/her designee. A Union representative may be present at the hearing. During the hearing, evidence upon which the charges are based will be presented. The employee, with the assistance of his/her representative, (if needed), will have a fair opportunity to speak in opposition to the charges against him/her, including the right to question witnesses for or against him/her.

3. The hearing will occur as soon as possible, but no sooner than twenty-four (24) hours and no later than ten (10) working days, if feasible, from the issuance of notification of discipline.

4. A written decision of the Employer shall be issued to the employee within ten (10) days after his/her hearing.

Section 6

Verbal warnings, which are noted in the employee's file, and written reprimands, are subject to appeal under the Grievance Procedure through Step 1 only. If suspension or dismissal is based upon prior verbal warnings or written reprimand, and the suspension and/or dismissal is before an arbitrator, then the merits of the written reprimand or verbal warning may be considered by the arbitrator as such relates to the subsequent discipline.

Section 7

All suspensions and dismissals are subject to appeal through the Grievance Procedure, including binding arbitration, subject to provisions of the Ohio Revised Code as it relates thereto, and such grievance shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 10

LAYOFF AND RECALL

Section 1

When in the sole opinion of the Employer it is necessary to reduce the working force, temporary, intermittent or seasonal employees shall be laid off first.

Section 2

Employees shall be given a minimum of two (2) weeks advance written notice of layoff indicating the circumstances which make the layoff necessary. For example, lack of work, lack of funds or efficiencies of the Library operations.

Section 3

The first person to be laid off from the affected classification(s) will be the employee in that classification with the least seniority.

The laid off employee may exercise bumping rights within all classification series, and shall displace the employee in the next lower classification who has less seniority than the laid off employee.

If the laid off employee does not have sufficient seniority to displace any employee in the next lower classification, as prescribed above, the employee will proceed to the next lower classification, until he/she displaces someone or exhausts all classifications in the classification series.

Section 4

In the event an employee is laid off he/she shall receive payment for earned, but unused vacation. The payment shall occur the first pay period following the date of layoff.

Section 5

In the event an employee's position is abolished and said employee is not eligible to bumping accordance with the above mentioned procedure, he/she shall be retained on an Employer recall list for a period of twenty-four (24) months.

It is the employee's responsibility to provide the Employer a current address for notice of recall. The Employer will send notice of recall by certified mail to the last known address. Employee must responds in writing of their intent to be recalled within five (5) days of receipt of such notice. If so requested, the Director may grant an additional five (5) days before the requesting employee must return to work.

ARTICLE 11

LABOR-MANAGEMENT COMMITTEE

Section 1

The Union and the Employer agree to meet on a scheduled basis in the form of a Labor-Management Committee to discuss matters which may arise from time to time concerning matters of the health, safety, and general well-being of the staff, patrons, and property of the Employer.

Section 2

In order to promote harmonious relations between labor and management while ensuring efficient operation of the Briggs Lawrence County Public Library, representatives of the Employer and the Union will meet quarterly on a mutually agreed upon day and time to discuss matters as noted in Section A. These meetings will be governed by the bylaws of the Labor-Management Committee established at previous meetings of the committee.

Section 3

In the event that no pertinent issues arise for discussion by the parties, upon mutual agreement of representatives of both Management and Labor, a meeting of the Committee may be cancelled. Such action should take place at least five (5) working days before the scheduled date of the meeting cancelled. In the same regard, either party may request a special meeting by submitting, in writing to the other part, issue for discussion. The receiving party has the right to reasonably deny such a meeting via written statement within five (5) working days of receiving the request.

ARTICLE 12

WORK SCHEDULES

Section 1

Work schedules are defined as an employee's assigned hours of the day, days of the week, and shift assignment.

Section 2

The basic paid work week shall be thirty-seven and one-half (37.5) hours, and the work day shall be seven and one-half (7.5) hours for full-time employees.

Section 3

The lunch period and the break periods may be scheduled at the discretion of the employee upon approval of the supervisor.

Every seven and one-half (7.5) hour work period shall include, at the minimum, a one hour lunch period, approximately midway through the seven and one-half (7.5) hour shift during which time the employee is not on duty or on call

Employees working more than five (5) hours but less than seven and one half (7.5) hours shall be entitled to a one-half (1/2) hour unpaid lunch, or a paid ten (10) minute break, at their choice, using the above formula.

There shall be two (2) ten minute paid rest periods each workday for seven and one half hour employees. The time represents actual time away from the employee's regular duties, at a location on the premises. Breaks should occur with the coordination of the Manager on duty, approximately midway through the first half of a shift prior to lunch, and then approximately midway through the second half of the shift after lunch.

The parties agree that due to the nature of the work, full time bargaining unit employees whose primary function is data processing shall be allowed to take four (4) five minute paid rest periods each workday instead of two (2) ten minute breaks. Breaks should occur with the coordination of the manager on duty, with two (2) breaks during the first half of a shift prior to lunch, and then two (2) breaks through the second half of the shift after lunch.

Employees working less than five (5) hours shall receive one ten (10) minute paid break approximately at the midpoint of their shift.

Section 4

Authorized duty hours shall remain as they are as of the effective date of the agreement. Prior to any alteration on these hours, the employer shall give the union two (2) week notice so that any proposed changes can be discussed.

ARTICLE 13

NON-DISCRIMINATION

Section 1

No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or discriminated against because of his/her race, personal life, creed, color, for union activity, national heritage or ancestry, religion or marital status and, to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical handicap.

Section 2

All use of the terms he, his, or him in this Agreement shall be interpreted as referring to both female and male employees.

ARTICLE 14

SAFETY

Section 1

It is the responsibility of the Employer to provide safe working conditions, tools, and equipment and working methods for their employees, and to be given safety information literature.

The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all applicable federal and state laws relating to such. The Union acknowledges the role of the bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies.

Section 2

The Employer agrees to maintain proper temperature and ventilation.

ARTICLE 15

MISCELLANEOUS

Section 1

If an employee is required to use his/her automobile by the Employer for Library business, the employee shall be reimbursed at the IRS rate of mileage reimbursement.

Section 2

A non-bargaining unit employee shall not be prohibited from performing bargaining unit work so long as such does not cause the layoff of an existing bargaining unit employee or eliminate a bargaining unit position or reduction in regular hours of bargaining unit employees.

Section 3

This Agreement shall be completed with at least five (5) original documents for signatures, with the Union receiving three (3) signed originals and the Employee receiving at least two (2) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

Section 4

The Employer shall provide space (50%) on the staff bulletin board for any news pertaining to the Union and Union Events.

Section 5

All Briggs Lawrence County Public Library system employees are expected to work on days of inclement weather and flooding except when the Library Board of Trustees, or their designee, declares a weather emergency, and those persons scheduled to work shall receive their pay for their regularly scheduled shifts. Scheduled or non-scheduled overtime hours shall not be considered scheduled under this Article. All other non-weather related closures will be at the discretion of the Director or his/her designee and/or the Board President. Employees who call off sick on days of inclement weather will not be paid for any hours the Library may close during the day.

During inclement weather that the Library remains open, employees who are unable to get to work may use accrued personal leave or vacation leave in one (1) hour increments to account for their absence. Employees will be allowed to report to work later in the day if they are able.

In the event a Level 2 weather emergency has been declared by the Lawrence County Sheriff prior to the opening of the Library or the beginning of an employee's scheduled shift and the employer does not declare a calamity day, an employee who is unable to make it to work due to

inclement weather, but has exhausted their vacation or personal leave, shall be granted unpaid leave without disciplinary action for the missed hours of scheduled work for that shift.

Section 6

On said days of inclement weather, employees shall be prohibited from taking their lunch break less than one (1) hour prior to closing.

Section 7

The Employer may require an employee(s) to attend training and/or seminars that will enhance the employee's ability to perform in their position. The Employer shall reimburse the necessary mileage and lodging expenses.

Section 8

Full-time employees may exercise, with Board approval, the option of changing their employment status from full-time to part-time employment while retaining their current pay grade and seniority. The employee may return to full-time only if determined necessary by the Board. No outside employment will be permitted, unless the Board does not allow the employee to return to full-time.

Section 9

The Board agrees to permit fifteen (15) hours paid time per year exclusive of negotiations to conduct Union business. The Local President shall notify the Executive Director three (3) days in advance of the Union's intent to use this paid time, and will identify the bargaining unit employees who will be using it. This time can be taken in one (1) hour increments. The Local President may also use this paid time to orient any newly hired employee as to their rights as members of the Bargaining Unit, any time after their initial sixty (60) days of employment. Unpaid time to conduct Union business can be granted at the Executive Director's discretion upon written request by the Local President.

Section 10

The employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization submitted by the employee to the Clerk Treasurer. Such an authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to the Union and the Clerk Treasurer. The Employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 16

OVERTIME

Section 1

Bargaining unit employees shall be paid time and one-half for all hours worked in excess of forty (40) hours per week.

Section 2

Overtime hours worked on Sunday shall be paid at twice-normal pay rate. Sunday overtime is at the discretion of the employer.

Section 3

In situations where there is advance notice of an absence of at least seventy-two (72) hours, the Employer shall offer overtime to part-time employees first. In the event no part time employee is available to ask, or the part-time employee's hours would exceed 37.5 if the extra time is worked, the Employer will offer overtime on the basis of bargaining unit seniority. Each time overtime is to be offered, the Employer will begin with the most senior bargaining unit employee and then go down the list to the least senior bargaining unit employee, including part-time employees, offering the overtime until the overtime is filled. Employees already scheduled to work during the period the overtime is needed do not have to be offered the overtime.

Although not required, the Employer may use the overtime list for any absences for which there is less than seventy-two hours notice provided.

Anytime overtime is offered, Management will circulate a sign-off sheet for the purpose of recording bargaining unit employee's denial or acceptance of overtime.

The Employer is not required to call employees at home to offer overtime, although the Employer may call employees in emergency situations to offer overtime if necessary.

The Seniority List as described in Article 6 shall be used to determine bargaining unit seniority.

In the event no bargaining unit employees accept the overtime, the employer may use supervisory employees to fill in the absent employee's position. If no supervisory employee fills the absent employee's position, the most senior bargaining unit employee can work the overtime and the least senior bargaining unit employee must accept the overtime.

Section 4

For the purpose of calculating overtime, any time spent in paid status, such as sick leave, holiday, vacation, etc., shall be counted as hours worked during the work week.

Section 5

Overtime should be authorized in advance by the supervisor. However, unusual circumstances and situations may require employees to work overtime without prior authorization. Whenever such circumstances occur, employees shall request such authorization as soon as practical.

ARTICLE 17

MILITARY LEAVE

Section 1

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military services or field training or active duty for periods of time not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours. The employee is required to submit to the employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob control, riot control, flood control, or civil defense, or similar duties who so ordered by the Governor to assist civil authorities. Such leave will be paid. The leave will cover the official period of the emergency. The Library pay shall only be for the difference between military and regular employee pay.

Section 2

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence without pay from their respective duties for such time as they are in the military service on field training or active duty for periods of time which exceeds thirty-one (31) days in any one calendar year.

ARTICLE 18

PAID LEAVES

Section 1 - Personal Leave

All full time employees shall receive up to twenty-six (26) hours per calendar year of paid personal leave. This leave will be non-restrictive and taken in half (1/2) hour increments at the employee's discretion, with the dates and times of the leave given in writing to the employee's supervisor as soon as possible.

Part time employees are awarded personal leave on a pro-rated basis of hours worked compared to a full time employee.

Personal leave is not earned during a new hire probationary period. Upon successful completion of new hire probation, an employee will be awarded personal leave on a pro-rated basis of hours worked compared to a full time employee and with consideration for the date the probation ends relative to July 1.

All accrued but unused personal leave will be converted to sick leave on July 1 of each year.

Section 2 - Witness Leave/Jury Duty

6. Employees shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law or when he/she is summoned to appear as a witness before a Court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his/her capacity as an employee of the Briggs Lawrence County Public Library.

7. All fees received from the Court, committee, etc., shall be deposited with the Employer.

8. Employees are to notify their Supervisor as soon as practicable of jury duty in order for arrangements to be made.

9. If the appearance is during the employee's scheduled shift, the employee may be required to work the remainder of his/her shift, if practicable.

ARTICLE 19

FAMILY MEDICAL LEAVE AND UNPAID LEAVE OF ABSENCE

Section 1

Family Medical Leave up to twelve (12) weeks shall be granted in accordance with the Federal Family Medical Leave Act. FMLA leave is unpaid leave. Employees must fill out a written request on a form provided by the Library for FMLA leave thirty (30) days in advance or as soon as the employee reasonably could have known of the need for the leave. Employees requesting FMLA will be required to use all accrued paid leave prior to their use of Family Medical Leave. Employees will be required to provide a Health Care Provider Certification of Serious Health Condition to be considered for FMLA leave. Pursuant to the FMLA provisions, an employee's health insurance benefits shall be continued as they existed prior to the FMLA leave, and the Library shall continue to pay the same portion as was paid prior to the leave.

An employee on FMLA does not earn sick or vacation leave credit, however, time spent on FMLA shall be considered in determining length of service for the purposes where seniority is a factor.

Section 2

Employees may request in writing an unpaid leave of absence for reasons other than health related conditions or situations. Reasons for the leave must be stated in the request. The authorization of an unpaid leave for other than FMLA is solely a matter of administrative discretion. Unpaid leave may be granted for up to twelve (12) weeks.

An employee on unpaid leave does not earn sick or vacation leave credit, however time spent on unpaid leave shall be considered in determining length of service for the purposes where seniority is a factor. Prior to an employee being granted unpaid leave, said employee shall use all accrued paid leave.

An employee on unpaid leave for reasons other than FMLA, Pregnancy extension leave, or approved Disability extension leave will have the right to exercise the provisions of COBRA in order to continue their health insurance benefits at their own expense.

Section 3

Any employee who becomes pregnant shall, upon a written request made to the Employer, be granted twelve (12) weeks unpaid leave in addition to and following FMLA leave to absent herself from work for maternity purposes. Each employee who requests such leave must submit a physician's certificate stating the medical necessity for the extended leave and the probable period for which the employee will be unable to perform her duties.

When an employee is on an approved Pregnancy extension leave and is on unpaid leave status, the Employer shall continue to pay for the coverage of the group health insurance as called for in

the Insurance Article of this Agreement for the duration of the approved extended pregnancy leave, up to a maximum of twelve (12) weeks in addition to the FMLA period of leave.

An employee on unpaid leave does not earn sick or vacation leave credit, however time spent on leave shall be considered in determining length of service for the purposes where seniority is a factor. Prior to an employee being granted unpaid leave, said employee shall use all accrued paid leave.

Section 4

Any employee, upon a written request made to the Employer, may be granted twelve (12) weeks unpaid leave in addition to and following FMLA leave for absence from work for approved Disability leave. Each employee who requests such leave must submit a physician's certificate stating the medical necessity for the extended leave and the probable period for which the employee will be unable to perform his/her duties.

When an employee is on an approved Disability extension leave and is on unpaid leave status, the Employer shall continue to pay for the coverage of the group health insurance as called for in the Insurance Article of this Agreement for the duration of the approved extended pregnancy leave, up to a maximum of twelve (12) weeks in addition to the FMLA period of leave.

An employee on unpaid leave does not earn sick or vacation leave credit, however time spent on leave shall be considered in determining length of service for the purposes where seniority is a factor. Prior to an employee being granted unpaid leave, said employee shall use all accrued paid leave.

Section 5

Employment shall be considered terminated if an employee fails to return on the date indicated, and an extension has not been requested and approved. Any extension of an approved leave shall be applied for at least fourteen (14) days before the exhaustion of the prior leave and shall be at the discretion of the Director of his/her designee.

Section 6

Employees may be granted, upon written request, a maximum of twelve (12) months leave without pay for education purposes, if such would be beneficial to the operation of the library as determined by the Board, at their discretion. Employees granted a twelve month education leave will not earn sick leave or vacation credit and the time will not be counted toward their seniority. Employees may exercises the provisions under COBRA to continue their health insurance coverage at their own expense.

ARTICLE 20

PAID BEREAVEMENT LEAVE

Section 1

When death occurs in the immediate family, an employee, upon written request, shall be entitled to a~~s~~ maximum of three (3) consecutive work days off with pay. These days off shall include the day of the funeral.

Section 2

For purposes of this Article, immediate family shall be defined as grandparents, siblings, parents, spouse, child, grandchild, stepchild, or legal guardian, or significant other living within the immediate household.

Section 3

When an employee needs additional time off for a death in the immediate family, they may utilize sick or vacation time, or time off without pay after notification to the Director or his/her designee of their needs. The Director or his/her designee has the authority to approve or deny the additional bereavement leave.

Section 4

Bereavement leave will be granted for one (1) workday off with pay for the death of a mother-in-law or father-in-law. The employee shall be allowed to utilize accrued sick, personal or vacation leave for up to two (2) additional work days before or after the day of the funeral, or may request up to two (2) days off without pay.

Section 5

In the event of the death of another family member not included in the definition of immediate family above, the employee shall be allowed to utilize any type of accrued paid leave or time off without pay equal to the hours the employee was scheduled to work on that day, to attend the funeral.

ARTICLE 21

CATASTROPHIC ILLNESS

In order to enable Bargaining Unit members to assist any fellow employee who has suffered serious or catastrophic illness, a Bargaining unit member may transfer his/her accumulated sick leave to a fellow Bargaining Unit member so affected under the following conditions:

a. A Bargaining Unit member who has more than 180 hours of accumulated sick leave to his/her credit may transfer up to 75 hours of their accumulated sick leave to a member or members of the bargaining unit who has exhausted their sick leave due to catastrophic illness. Catastrophic, for the purpose of this Article, shall mean an individual suffering a terminal illness, an individual who has an extended hospital stay of six (6) months or more, or any other situation mutually agreed upon by the Association President and Executive Director.

b. A designee of the Local President shall be responsible for presenting the Treasurer properly signed forms transferring sick leave.

c. Any transfer is to be voluntary and the transfer must be completed prior to the recipient's use of the same.

d. If Association President and Executive Director disagree, then the decision will be left to the bargaining unit to decide via a secret ballot vote. A 75% vote of all members will constitute an approval.

ARTICLE 22

SICK LEAVE

Section 1

All employees shall earn sick leave credit at the rate of 4.617 hours for each 75 hours in active pay status. Employees may use sick leave with the approval of the Director or his designee. The employee for the following reasons may use sick leave:

1. Illness, injury or pregnancy-related conditions.

2. Exposure of an employee to a contagious or infectious disease which could be communicated to and jeopardize the health of other employees;

3. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner;

4. Illness, injury or pregnancy-related condition of a member of the employee's household where the employee's presence is necessary for the health and welfare of the employee or affected family member.

5. Examination, including medical, psychological, dental or optical examination of a member of the employee's household by an appropriate practitioner where the employee's presence is necessary.

Section 2

Household member is defined as: grandparents, siblings, parents, spouse, child, grandchild, stepchild, or legal guardian or significant other living within the immediate household.

Section 3

If at any time an employee's accrued sick leave balance is reduced to zero while they are off on sick leave, the Library administration will do the following:

1. Use earned personal leave and then earned vacation leave to cover the employee's absence, if available, and,

2. Advise the employee of their options regarding FMLA or leave without pay.

Continued absence upon the exhaustion of all accrued paid leave along with failure to request FMLA or other unpaid leave will be considered abandonment of their position and will result in forfeiture of their employment with the Library.

If an employee calls off sick and does not have any accrued paid leave to cover the absence, the employee will be placed on leave without pay and subject to progressive disciplinary action.

If an employee is absent three (3) or more consecutive days, or if a pattern of sick leave abuse occurs, the employee shall be required to submit written verification from a physician of the need for such absence. Satisfactory documentation shall be by submitting:

-Medical certification from the attending licensed health care provider, or
-Appropriately dated health care provider bill.

Employees who have been off an extended period of time (10 days or more) may be required to furnish medical certification that he or she is physically and/or mentally fit to return to work. Satisfactory documentation for return to work shall be by submitting medical certification from the attending licensed medical practitioner.

Section 4

Unused sick leave shall be cumulative without limit. Use of sick leave shall be in increments of not less than one (1) hour.

Section 5

Upon retirement, employees with ten (10) years of service or more will receive payment of fifty percent (50%) of their accumulated sick leave up to a maximum of 1500 hours, (for a maximum payment of 750 hours) at the employee's rate of pay at time of retirement.

Section 6
In the event of the death of an employee, accumulated sick leave shall be paid to the surviving spouse or the estate of the decedent in accordance with the terms of Article 22, Section 5 above.

Sick leave credit for part-time employees shall be based on the same language in the Sick Leave Article based on the hours served as part-time.

ARTICLE 23

HOLIDAYS

Section 1

All employees will be paid for the following holidays:

New Years Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Years Eve Day
Labor Day	

Section 2

All full time employees will receive holiday for each of these holidays for the hours equal to what they would normally have been scheduled to work on the day the holiday falls. An employee who is not scheduled to work on a holiday shall receive their holiday pay, but may have their schedules adjusted to ensure they receive equal holiday time off. Bargaining unit employees shall work the last scheduled day before and the scheduled day after the holiday unless on approved vacation or approved personal leave or sick leave which has been approved in advance for medical or dental procedures.

Requests for vacation leave or personal leave or sick leave for scheduled days before or scheduled days after a holiday must be submitted by the employee no later than 2:00 pm of the day prior to the first of the five (5) work days prior to the holiday itself, and will be awarded on the basis of seniority, and shall not be reasonably denied as long as sufficient coverage is available. For the purpose of this article work day is defined as any day the Library is open to the public.

Section 3

Part-time employees will be paid holiday pay based on the daily average of actual hours worked during the six month period prior to when the holiday falls, as calculated on the first day of January and first day of July.

Section 4

An employee who works a holiday shall receive their holiday, plus time and one half pay for all hours worked on the holiday.

ARTICLE 24

VACATION

Section 1

Vacation leave shall accrue to the employee in active pay status as defined below. Days specified as holidays in the Agreement shall not be charged to an employee's vacation leave. Vacation leave may be taken by the employee during the year in which it was accrued, unless the employee wishes to accumulate and carry-over his accrued vacation leave to the following year. An employee shall not carry over more than one hundred eighty seven and one half (187.5) hours of accumulated vacation from year to year based on their anniversary hire date.

Employees earn vacation during their first year of employment, but are not eligible to take vacation until after the anniversary of their hire date. On the pay period following the employee's first anniversary hire date, the employee's vacation earned during their first year shall be shown on their payroll record, and they will then accumulate vacation each pay period thereafter in accordance with the vacation accrual below.

Section 2

One year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. All full-time and part-time employees shall earn vacation leave based on years of service. Part time employees accumulate vacation on the pro-rated formula of a comparison of their hours to a full time employee determined as a percentage.

YEARS SERVICE	TOTAL DAYS PER YEAR
During First Year	10 Days
Second	11 Days
Third	12 Days
Fourth	13 Days
Fifth	14 Days
Sixth	15 Days
Seventh	16 Days
Eight	17 Days
Ninth	18 Days
Tenth	19 Days
Eleventh	20 Days
Twelfth	21 Days
Thirteenth	22 Days
Fourteenth	23 Days
Fifteenth	24 Days
More Than 15 Years	25 Days

Section 3

Upon any separation of employment, after the first year of service, employees shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation. If an employee leaves the employ of the Library prior to the completion of their first year of service, they are not entitled to payment of vacation.

Section 4

Bargaining unit employees shall schedule and use their vacation in the following manner:

1. All vacation requests shall be granted on the basis of seniority.

2. Vacation requests can be scheduled beginning January 2nd of each year. All employees who are bumped from any week of vacation by more senior employee scheduling their vacation between January 2 and January 15 will be notified so another vacation period can be selected.

3. Any vacations scheduled between January 2 and January 15 cannot be bumped by a senior employee who waits until after January 15 to schedule their vacation.

4. Requests for vacation days submitted after January 15 must be submitted in writing to the Employer five (5) work days in advance of the days being requested, when requesting off on a Friday or Saturday. When requesting off all other days of the week, written requests must be given the Friday prior to the days being requested. Written request must be given to the manager on duty by 2:30 PM on the Friday prior to the days being requested.

5. Vacation shall be taken in full day increments equal to the hours the employee was normally scheduled to work on the day the vacation was requested.

6. Employees who have exhausted all their sick leave and personal leave may use accrued vacation time in one (1) hour increments with two (2) day advance written request for a scheduled medical or dental appointment.

7. The Library agrees it shall not unreasonably deny any vacation time but reserves the right to ensure availability of coverage before granting multiple vacation requests for the same day(s).

ARTICLE 25

INSURANCE

Section 1

The parties agree that the Library will discontinue providing hospitalization and major medical insurance effective January 31, 2014.

The parties agree that the Library will continue to pay 100% of the cost of group dental insurance for all full time bargaining unit employees.

The parties agree that the Library will continue to provide payroll deduction for any bargaining unit employees who choose, at their own expense, to purchase vision insurance for themselves and/or their families.

The parties agree that the Library will continue to provide a group term life insurance policy for all full time bargaining unit employees in an amount equal to, or as close as is available, to their annual salary.

For the purposes of this article, full time employees are defined as those employees who are regularly scheduled to work 30 hours per week or more.

Section 2

When made possible by the insurance policy, part-time employees may obtain hospitalization/major medical, dental and vision insurance benefits for themselves or their families at their own expense in accordance with the requirements of the Clerk-Treasurer, and in accordance with the requirements and enrollments periods established by the insurance carriers.

ARTICLE 26

WAGES

Section 1

The Parties agree to continue the wages and work hours as they are effective April 1, 2014, with the understanding that the Parties agree to reopen Article 26, Wages, upon receipt by the Library of the Ohio Department of Taxation PLF estimates for 2015. All provisions of this agreement relating to notice to negotiate and mutually agreed dispute resolution procedures shall apply to any reopener for wages and hours.

The Parties agree that if any other employees of the Library Board receive a wage increase, the Director will meet with the union in advance of such and discuss the conditions and the Board will agree to reopen the wage article if requested to do so by the union.

Section 2

Entry level rate of pay for bargaining unit positions shall be set at the applicable minimum wage rate as of the date of hire. Newly hired employees are not eligible for pay increases during the first year of employment except those that may be required by state or federal wage laws. Employees newly promoted, or initially hired, to full time positions will receive the amount of $3.43 in addition to their base hourly rate effective the date of their promotion.

Section 3

Every bargaining unit employee shall receive an increase to his or her hourly rate of pay on his or her appropriate anniversary date according to the following schedule:

Year Five Anniversary	-twenty cents ($.20) per hour increase
Year Ten Anniversary	-twenty three cents ($.23) per hour increase
Year Fifteen Anniversary	-twenty-six cents ($.26) per hour increase
Year Twenty Anniversary	-twenty-nine cents ($.29) per hour increase
Year Twenty-Five Anniversary	-thirty-two cents ($.32) per hour increase
Year Thirty Anniversary	-thirty-five cents ($.35) per hour increase

ARTICLE 27

JOB DESCRIPTIONS

Section 1

Briggs Lawrence County Public Library agrees to place the updated job descriptions into the Employee handbook and for information purposes attach a copy to the Collective Bargaining Agreement. (Entitled Appendix A.)

The Employer, along with Union input, shall review said job descriptions on an annual basis.

ARTICLE 28

DURATION

This Agreement shall remain in full force and effect from the date the parties sign the Agreement through midnight, March 31, 2016.

The Parties agree to reopen Article 7, Job Postings/Vacancies and Article 26, Wages, upon receipt by the Library of the Ohio Department of Taxation PLF estimates for 2015. Any re-openers agreed to by the parties for any articles contained herein shall be controlled by the notice to negotiate and mutually agreed dispute resolution procedure of this Agreement.

Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration date of this Agreement. Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Both the Employer and the Union have bargained fully and completely, and had the opportunity to present proposals, counter-proposals, and demands. Neither party has any duty to bargain further during the term of this Agreement, except as may be specifically agreed to in another article of this Agreement or as required by law. All proposals, counter-proposals, and demands not contained in this Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

For the Union:	For the Employer:
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A

JOB DESCRIPTIONS

ADULT SERVICES CLERK

Minimum Requirements

Requires a high school diploma or equivalent.
Requires experience working with the public.

Physical Requirements

Requires the ability to lift 20 pounds.
Requires the ability to move 100 pound book cart.
Requires the ability to reach 6 ft. high or 4 in. low.
Requires the ability to work in a dusty, public environment.

Required Knowledge, Skills and Abilities

Ability to meet and serve the public effectively.
Ability to read, write and follow oral and written instructions.
Ability to type and work with computers.
Knowledge of and interest in books and other library materials and media.
Ability to work well with minimum supervision.

Responsibilities

Meet and serve the public courteously.
Assist patrons in the procurement of library materials. Offer patrons intra-branch loan, interlibrary loan and purchase to obtain materials.
Assist patrons in the basic use of the Public Access Catalog and other public-use computers.
Provide patrons with basic instruction in the use of photocopier. Place paper in public photocopier as needed. Replace toner as needed.
Answer the phones, take messages and route calls to appropriate personnel.
Respond to directional questions and basic reference questions. Direct in-depth reference questions and tasks to librarian on duty.
Maintain a neat and orderly public area and circulation desk. Keep adequate supplies on hand in these areas.
Take borrower's card applications, issue cards, enter information into database and file accordingly.
Check out, renew and check in library materials.
Prepare all necessary reports.
Process and shelve periodicals in timely fashion. Assist with weeding of periodicals as necessary.
Arrange books for shelving. May volunteer to shelve in emergency situations. Shelf reading may be done when needed for certain tasks such as producing shelf guides.
Place patron reserves on materials and notify patrons of materials availability. Process pending reserves through branch loan, interlibrary loan or purchase.
Process branch requests and incoming and outgoing materials for the branches and other libraries.
Assist in searching for interlibrary loan materials.
Process overdue mail. Voluntary calling patrons with overdues.
Collect money for fines, faxes, lost books, etc. and record.

Assist with library displays, decorations, posters, bibliographies and other promotional materials.
Assist with unpacking and checking new library materials.
Assist in the implementation of adult programming.
Suggest titles for replacement and purchase.
Access e-mail and answer or route e-mail to appropriate personnel.
Assist in training new clerks.
Substitute in other areas as a clerk when necessary.
Report to the Assistant Director of Library Services or on duty supervisor.
Perform other related duties which fall within the area of adult services.

Supervised by:

Assistant Director of Library Services

BUILDING MAINTENANCE

Minimum Qualifications

Requires a high school diploma or the equivalent.
Requires the ability to work independently with minimal supervision.

Physical Requirements

Requires the ability to lift 40 pounds.
Requires the ability to move 100 pounds.
Requires the ability to reach 6 ft. high or 4 in. low.
Requires the ability to work in a dusty, public environment.

Required Knowledge, Skills and Abilities

Ability to follow instructions in written, oral and picture form.
Ability to perform repairs in facilities, furniture and equipment.
Demonstrate physical fitness required for extended periods of manual labor.
Ability to use equipment and supplies needed for building and grounds maintenance.
Some skills in electrical repair, plumbing and carpentry.
Ability to work well with minimum supervision.

Responsibilities:

To provide the general maintenance, appearance and operation of the library building, equipment, plant systems and grounds.

Typical Duties:

Sweep and mop floors.
Empty trash containers.
Clean restrooms.
Replace light bulbs.
Make minor plumbing and electrical repairs.
Perform interior painting and exterior painting touch-ups and parking lines.
Wash windows.
Perform snow and ice removal and salting.
Mow, water, trim and mulch grass and shrubs.
Perform general grounds upBkeep.
Assist in ordering necessary maintenance supplies.
Contact electrical, plumbing, heat/air conditioning experts when needed.
Perform other related duties as required.

Supervised by:

Assistant Library/Personnel Director

CHILDREN'S ROOM CLERK

Minimum Qualifications:

Requires a high school diploma or the equivalent.
Requires experience working with the public, especially children.
Requires an interest in and a love of children and reading.

Physical Requirements:

Requires the ability to lift 20 pounds.
Requires the ability to move 100 pound book cart.
Requires the ability to reach 6 ft. or 4 in. low.
Requires the ability to work in a dusty, public environment.

Required Knowledge, Skills and Abilities:

Ability to meet and serve the public effectively.
Ability to read, write and follow oral and written instructions.
Ability to type and work with computers.
Knowledge of and interest in children=s books and other library materials and media.
Ability to work well with minimum supervision.

Responsibilities:

Meet and serve the public courteously.
Assist patrons in the procurement of library materials. Offer patrons intra-branch loan, interlibrary loan and purchase to obtain materials.
Assist patrons in the basic use of the Public Access Catalog and other public-use computers.
Provide patrons with basic instruction in the use of photocopier. Place paper in public photocopier as needed. Voluntary replacement of toner.
Maintain a neat and orderly public area and circulation desk. Keep adequate supplies on hand in these areas.
Take borrower=s card applications, issue cards, enter information into database and file accordingly.
Check out, renew and check in library materials.
Process and shelve periodicals in timely fashion. Assist with weeding of periodicals as necessary.
Arrange books for shelving. May be asked to shelve in emergency situations. Shelf reading may be done when needed for certain tasks such as producing shelf guides.
Place patron reserves materials and notify patrons of materials availability. Process pending reserves through branch loan, interlibrary loan or purchase.
Process branch requests and incoming and outgoing materials for the branches and other libraries.
Collect money for fines, faxes, lost books, etc. and record.
Assist with library displays, decorations, posters, bibliographies and other promotional materials.
Assist in training new clerks.
Assist in the implementation of children's programming.
Suggest titles for replacement and purchase.
Prepare all necessary reports.
Access e-mail and answer or route e-mail to appropriate person.
Assist with unpacking and processing new library materials for children.
Substitute in other areas as a clerk when necessary.
Report to the Children's Librarian or on duty supervisor.
Perform other related duties, which fall within the area of children's services.

Supervised by:

Children's Librarian

HAMNER ROOM CLERK

Minimum Requirements

Requires a high school diploma or the equivalent.
Requires experience working with the public.
Requires interest in genealogy and local history.

Physical Requirements

Requires the ability to lift 20 pounds.
Requires the ability to move 100 pound book cart.
Requires the ability to reach 6 ft. or 4 in. low.
Requires the ability to work in a dusty, public environment.

Required Knowledge, Skills and Abilities:

Ability to meet and serve the public effectively.
Ability to read, write and follow oral and written instructions.
Ability to type and work with computers.
Knowledge of and interest in books and other library materials and media.
Ability to work well with minimum supervision.

Responsibilities:

Assist patrons in genealogy research.
Assist patrons with use of computers, microfilm and microfiche machines.
Answer telephone requests.
Answer letter requests when directed.
Perform limited research for out of town patrons.
Repair genealogy materials.
Shelve genealogy materials, including shelf reading.
Maintain historical and family files.
Maintain a neat and orderly genealogy room.
Collect money for copies and record.
Assist in implementation of genealogical programming.
Suggest titles for replacement and purchase.
Assist with library displays, decorations, posters, bibliographies and other promotional materials.
Prepare all necessary reports.
Access e-mail and answer or route e-mail to appropriate personnel.
Maintain the library scrapbook of news clippings, photographs and mementos.
Substitute in other areas as a clerk when necessary.
Report to the Hamner Room Manager or on duty supervisor.
Perform other related duties which fall within the area of genealogy services.

Supervised by:

Hamner Room Manager

INTRA-DEPARTMENTAL CLERK

Minimum Requirements:

Requires a high school diploma or the equivalent.
Requires experience working with the public.

Physical Requirements:

Requires the ability to lift 20 pounds.
Requires the ability to move 100 pound book cart.
Requires the ability to reach 6 ft. or 4 in. low.
Requires the ability to work in a dusty, public environment.

Required Knowledge, Skills and Abilities:

Ability to meet and serve the public effectively.
Ability to read, write and follow oral and written instructions.
Ability to type and work with computers.
Knowledge of and interest in books and other library materials and media.
Ability to work well with minimum supervision.

Responsibilities:

Serve as a substitute clerk in all areas of the library on a flexible schedule.
Perform all adult service s clerk functions.
Monitor the Hamner Genealogy and Local History Room as assigned and assist patrons.
Perform circulation duties in the children's room and assist patrons.
Perform technical services duties as assigned.
Report to the Assistant Director of Library Services or on duty supervisor.
Perform other related duties which fall within the area in which person is substituting.

Supervised by:

Assistant Director of Library Services.

TECHNICAL SERVICES CLERK

Minimum Qualifications:

Requires a high school diploma or equivalent.
Requires experience working with the public.

Physical Requirements:

Requires the ability to lift 20 pounds.
Requires the ability to move 100 pound book cart.
Requires the ability to reach 6 ft. or 4 in. low.
Requires the ability to work in a dusty, public environment.

Required Knowledge, Skills and Abilities:

Ability to meet and serve the public effectively.
Ability to read, write and follow oral and written instructions.
Ability to type and work with computers.
Knowledge of and interest in books and other library materials and media.
Ability to work well with minimum supervision.

Responsibilities:

Assist with catalog library materials.
Process library materials.
Perform basic repairs of damaged printed materials.
Prepare printed materials for bindery and discard.
Prepare audiovisual materials for repair or discard.
Prepare and display items for free distribution.
Prepare and display gift books for honor book circulation or book sale.
Compile monthly statistical reports.
Compile monthly list of new books.
Assist with unpacking and checking new library materials.
Prepare all necessary reports.
Substitute in other areas as a clerk when necessary.
Perform other related duties which fall within the area of technical services.

Supervised by:

Technical Services Supervisor.

SHELVER

Basic Function:

Performs a variety of shelving duties in the public library system.

Distinguishing Features of the Class:

This classification requires the ability to be trained in library book and material referencing/classification systems. The work is performed under general supervision.

Characteristic Duties and Responsibilities:

To shelf all returned material/books and library items used in-house by the patrons. Reference materials, books, newspapers, magazines and audio-visual materials, etc. would be examples of some of the items that would be returned to the proper area assigned in the library by the shelver.

Knowledge, Skills and Abilities:

Ability to meet and serve the public effectively.
Ability to read, write and follow oral and written instructions.
Knowledge and interest in books and other library materials and media.
Ability to work with minimum supervision.
Ability to lift 30 pounds, move a 100 pound book cart, reach or extend fully up to six feet heights and be able to stoop to accommodate shelving four inches off the floor.
Must be able to stand or sit for long periods of time.
Ability to reach, bend, stoop, walk, twist, push and carry to carry out essentials of the position.
Ability to work in a dusty, public environment.
Ability to work flexible hours.
Ability to understand the Dewey Decimal System and other library referencing systems.

Education, Training and Experience:

Requires a high school diploma or equivalent

Supervised by:

Branch Manager and Assistant Branch Manager and Managers on Duty

Note: This job description analysis describes the nature and level of assignments normally given in this position; not an exhaustive list of duties. Additional similar or relative duties may be assigned that would fall within this position.

BUILDING CUSTODIAN

Minimum Qualifications

Requires a high school diploma or equivalent.
Requires the ability to work independently with minimal supervision.

Physical Requirements

Requires the ability to lift 40 pounds.
Requires the ability to move 60 pounds.
Requires the ability to reach 6 feet high or 4 inches low.
Requires the ability to work in a dusty, public environment.
Requires the ability to climb ladders and stairs.

Required Knowledge, Skills and Abilities

Ability to follow instructions in written, oral and picture form.
Demonstrate physical fitness required for extended periods of manual labor.
Ability to work well with minimum supervision.

Responsibilities

To provide the cleaning and other general maintenance to keep up the appearance and operation of the library building, equipment and grounds.

Typical Duties

Sweep, vacuum and mop floors.
Empty trash containers.
Clean restrooms.
Replace light bulbs.
Dust all interior areas as necessary.
Wash windows, furniture, walls, fixtures, appliances, etc. as necessary.
Perform general grounds upkeep.
Work safely and clean up all spills in a quick fashion, promoting safety for others.
Perform other related duties, as required.

Supervised By

Building Maintenance Supervisor and/or Manager on Duty.

APPENDIX B

Transfer of Sick Leave

Date:_____

I, _____, wish to voluntarily transfer one day of my

accumulated Sick Leave to_____for use on _____.
(month, date, year)

Signature: _____

ARTICLE 28

DURATION

This Agreement shall remain in full force and effect from the date the parties sign the Agreement through midnight, March 31, 2016.

The Parties agree to reopen Article 7, Job Postings/Vacancies and Article 26, Wages, upon receipt by the Library of the Ohio Department of Taxation PLF estimates for 2015. Any re-openers agreed to by the parties for any articles contained herein shall be controlled by the notice to negotiate and mutually agreed dispute resolution procedure of this Agreement.

Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days, prior to the expiration date of this Agreement. Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Both the Employer and the Union have bargained fully and completely, and had the opportunity to present proposals, counter-proposals, and demands. Neither party has any duty to bargain further during the term of this Agreement, except as may be specifically agreed to in another article of this Agreement or as required by law. All proposals, counter-proposals, and demands not contained in this Agreement are withdrawn and shall not be the subject of further discussion between the parties during the term of this Agreement.

For the Union:

Karen Barley 8/27/14
Date

Nancy Shake 9-2-14
Date

Regina Combs 09-02-14
Date

Jonda Morgan 9-2-14
Date

For the Employer:

William D. Harrison
Date

Date

Donna Designs
Date

9/16/14

Date