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Agreement Between

e EUCLID
PUBLIC LIBRARY

And



**October 1, 2015 through September 30,
2018**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN EUCLID PUBLIC LIBRARY
- AND -
SEIU DISTRICT 1199
OCTOBER 1, 2015 – SEPTEMBER 30, 2018**

***Article I*
PURPOSE**

A. This Agreement is entered into between the Euclid Public Library, hereinafter referred to as the "Library," and District 1199, Service Employees International Union District 1199, WV/KY/OH, The Health Care and Social Service Union, Change to Win, CLC hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.

B. This Agreement sets forth the terms and conditions of those Library employees covered by this Agreement as established through negotiations and establishes an orderly procedure for the resolution of differences between the Library and such employees which may arise under the terms and provisions of this Agreement.

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

***Article II*
RECOGNITION**

A. The Board hereby recognizes District 1199 as the sole and exclusive bargaining representative for the members of the bargaining unit defined below. This recognition shall be for the purposes of bargaining on the matters set forth in 4117 ORC.

B. The bargaining unit shall include the following positions:

Professional: Supervisor of Outreach Services; Reference Librarian; Cataloger; Young Adult Librarian; Children's Librarian; Reference Librarian/Supervisor of Pages.

Non-Professional: Supervisor of Maintenance Services; Outreach Associate; Children's Associate; Graphic Designer; Reference Associate; Technical Assistant II; Circulation Assistant II; Computer Associate; Receptionist/Secretary; Technical Assistant I; Maintenance Assistant II; Outreach Assistant; Circulation Assistant I; Circulation Shipping Assistant II; Periodicals Assistant; Audio-Visual Assistant; Materials Processor; Circulation Shipping Assistant I; Maintenance Assistant I; Young Adult Associate and Page.

The bargaining unit shall include those persons in the positions listed above who work an average of at least ten (10) hours per week, with that weekly hourly average based on the employee's compensated hours of work for the preceding ninety (90) day period.

The Reference Librarian/Supervisor of Pages shall be responsible for the supervision of Pages, including evaluation and discipline through Step 2 of the Library's discipline procedure. All other discipline for Pages shall be administered by a non-bargaining unit Manager/Supervisor.

The following section applies to all employees hired before October 1, 2009: Employees who are regularly assigned by management to work twenty (20) hours per week or more as part of a weekly schedule ("regular hours of work") are entitled to monetary benefits such as paid time off and insurance as set forth in this Agreement. Employees who are regularly assigned by management to work under twenty (20) hours per week as part of a weekly schedule shall not be eligible to participate in the insurance benefits set forth in Article XVIII, but may be entitled to other monetary benefits such as paid time off and sick leave as set forth elsewhere in this Agreement.

The following section applies to all employees hired after October 1, 2009: Employees who are regularly assigned by management to work twenty-four (24) hours per week or more as part of a weekly schedule ("regular hours of work") are entitled to monetary benefits such as paid time off and insurance and sick leave as set forth in this Agreement. Employees who are regularly assigned by management to work under twenty-four (24) hours per week as part of a weekly schedule shall not be eligible to participate in the insurance benefits set forth in Article XVIII and are not entitled to other monetary benefits such as paid time off and sick leave as set forth elsewhere in this Agreement.

C. The following positions shall be excluded from the bargaining unit: Director; Deputy Director; Technology Manager; Fiscal Officer; Technical Services Manager; Marketing and Communications Manager; Children's Services Manager; Adult Services Manager; Network Systems Administrator/Developer; Circulation Services Manager; Computer Technician; Executive Secretary; Deputy Fiscal Officer; Finance/Administrative Assistant; Security Guard; substitute employees; and temporary employees.

Article III NON-DISCRIMINATION

A. The Library and the Union are mutually committed to the principles of equal employment opportunity. To that end, neither the Library nor the Union shall tolerate behaviors that discriminate on the basis of age, race, sex, sexual orientation, religion, national origin or disability.

B. On a jointly developed schedule, the Library and the Union shall develop and provide training to all employees and Managers/Supervisors, regarding compliance with federal and state laws and the provision of the collective bargaining agreement which prohibits discrimination on the basis of age, race, sex, national origin, religion, disability or sexual orientation. The training also shall focus on the value of diversity and the importance of sensitivity toward staff and patrons of diverse backgrounds.

Training also shall focus on harassment on the basis of sex and other immutable characteristics. This training shall help staff identify and avoid inappropriate behaviors, explain the rights and responsibilities of both the victim and accused, and address appropriate remediation/counseling activities following investigation of a complaint.

There shall be a joint Management/Union diversity committee (two members appointed by the Library, two by the Union) that will schedule and develop the training programs outlined herein.

Article IV 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 constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all of the rights identified in 4117.08 ORC.

These include the power, right and authority to:

1. Determine matters in inherent managerial policy that include, but are not limited to areas of discretion and policy such as the functions and programs of the Library, 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 Library operations;
4. Determine the overall methods, processes, means or personnel by which Library 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 workforce;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the Board as a governmental unit.

B. Rights of Individuals

1. Upon the signing of a written authorization, members of the bargaining unit shall be entitled to payroll deduction for membership dues.
2. There will be no reprisals of any kind, or threats thereof, taken against any employee by reason of her/his membership or non-membership in the Union or participation or non-participation in any of its activities.

C. Personnel Files

1. A member of the bargaining unit or, upon presentation of proper written authorization signed by the member, the member's representative, shall have the right to examine all materials maintained in the member's personnel file, except pre-employment information. A Library representative will be present during such inspection. The file shall be made available for review and inspection by the member or her/his

representative within a reasonable length of time, not to exceed two (2) working days. The member is entitled to copy, at her/his own expense, any information in the file which she/he may request.

2. Any member shall have the right to place a written rebuttal to any item or items in her/his personnel file; such rebuttal shall be appended to the disputed information.

3. If any member disputes the accuracy, relevance, timeliness or completeness of the information contained in her/his file, she/he may request the Director to investigate the current status of the information. Within sixty (60) days, the Director shall undertake such investigation and shall notify the member of the results of the investigation and the actions, if any, the Library plans to take with respect to the disputed information. The Director shall delete any information that she/he cannot verify or that she/he finds to be inaccurate.

4. First Warning disciplinary documents relating to attendance and performance of assigned job duties (but excluding documents relating to behavioral concerns) shall be removed from an employee's personnel file twenty-four (24) months from the date of placement, provided no further related disciplinary action has occurred. The employee must submit the appropriate form (Appendix E) to the Director's office requesting these documents to be removed from her/his personnel file. All documents removed from the personnel file under this section shall be placed in a separate file, separate from the personnel file, for purposes of compliance with public records laws.

5. An employee shall have the right to request that continuing education certificates be added to her/his personnel file.

D. Rights of the Union

1. Meetings: The Union shall have those rights as set forth in this Section, including the right (a) to attend conferences during working hours called and conducted by Library Administration and (b) to call meetings of Union representatives and members during non-working 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 and scheduled by the Library and on the same basis as any other community group.

2. Leadership Meetings: The Union Leadership composed of the District 1199 Executive Board Member and five (5) Delegates shall conduct its regular monthly meeting on release time. Such meetings shall be limited to one per month for a total of two (2) hours. Meetings shall be scheduled as far in advance as possible and by mutual agreement of the District 1199 Executive Board Member and the Director, provided meetings may be rescheduled to a mutually agreeable time if an unexpected staffing shortage occurs. Additional release time may be provided by mutual agreement.

3. Bulletin Boards: The Union will provide to the Library a bulletin board in size equivalent to the existing bulletin board in the staff room and the Library will install this bulletin board in the mail room in a convenient, visible place. Such bulletin board shall be used only for duly authorized (a) Union meeting notices; (b) Union election notices; (c) notices of appointment to Union offices; and (d) notices of Union social affairs and (e) notices of meetings under the grievance procedure; and (f) a copy of the Labor

Agreement. Such notices will be kept current by Union delegates. No notice may contain anything political, or controversial, or critical of the Library or the Board or any employees or other persons. A copy of all posted materials shall be delivered to the Director's office immediately upon posting.

4. **Union Business:** Except as indicated under Article VII, Grievance Procedure, business of the Union shall be conducted during the non-duty hours of the employees involved. Union business shall not be conducted on telephones normally used for Library business, except to deal with emergency situations, e.g., health and safety matters, which require immediate attention and cannot be addressed during non-working hours.

5. **Board of Trustees Meetings:** Any employee may attend meetings of the Board of Trustees on her/his own time. The Library will make every reasonable effort to insure that the work schedule of the District 1199 Executive Board Member or her/his designee will be established such that the District 1199 Executive Board Member or designee is not scheduled to work during the times of Board of Trustees meetings.

6. **Union Information:** The Union shall furnish to the Director or her designee the following upon request but not more than once per calendar year unless the information changes:

- a. a complete list of Union officers, committee chairs and building representatives;
- b. written notification to the Director or her designee of any changes in the above not later than thirty (30) calendar days after such changes are made;
- c. the Union also shall furnish copies of its local Union newsletter to the Library Director's office.

7. **Payroll Deductions:** The Union agrees that it will indemnify and hold the Library harmless from any action which may result from deductions from the pay of bargaining unit members for Union dues and COPE contributions. The Union assumes full responsibility for the use and disposition of funds so deducted once they have been remitted to the Union.

8. **Union Training Release Time:** Twenty (20) hours of release time per contract year for the Union Executive Board as a whole will be permitted for the purpose of Union-sponsored training. The twenty (20) hours may be distributed to the Union Executive Board Members as the Union sees fit (i.e. four hours for each of five Executive Board members or twenty hours for the Executive Board President, etc.). Scheduling for the training must be approved by the relevant department Manager(s) or Supervisor(s).

In addition to the above, a Union Executive Board Member shall be allowed to meet with new bargaining unit employees for not more than fifteen (15) minutes as part of the new employee's orientation at the time when staffing is adequate for the meeting. A follow-up meeting of up to thirty (30) minutes may be arranged between the Executive Board member and the new employee, after consultation with the appropriate Managers/Supervisors for timing, after the new employee has been on staff for six months.

E. Internal Mail

The Union may use the Library's internal distribution system to distribute its newsletters and to communicate concerning the business of the Union.

F. Union Dues and Fair Share Fees

1. All authorized Union dues deductions or initiation fees will be made from the member's pay in accordance with the Union's dues structure and bylaws. The Union will notify the Library if any change is made to the dues structure.

2. The Library's obligation to make deductions shall terminate automatically upon the termination of employment or transfer of an employee to a job classification outside the bargaining unit.

3. All employees who are covered by this agreement and who are not members of the Union and who have been employed by the Library for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Section F. 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, 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 through the courts has been exhausted.

4. The Library shall deduct from the paycheck of each non-member of the recognized bargaining unit a fair share fee in an amount determined by the Union, but no greater than the amount of monthly Union dues. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction, and upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

5. 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 fair share 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 a full legal defense for and at no cost to the Board in any such suit, claim or administrative proceeding. The Union shall designate counsel. The Board agrees to cooperate with the Union and its counsel in defense of any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of fair share fees. For purposes of this provision only, the term "Board" includes the Board of Trustees of the Euclid Public Library, its individual members, officers, agents and employees, and specifically includes the Library's Director, other administrators, the Fiscal Officer and members of the Fiscal Officer's office staff.

G. COPE Check-off and Charitable Contributions

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

H. Notification

1. Upon hire, the Library will provide each new employee in a bargaining unit position with a copy of this Agreement.
2. Within forty-five (45) days of the execution of this Agreement, and by October 1 of each year thereafter, the Library will give the Union a list of bargaining unit employees and their job classifications, wage rates, hiring dates and seniority status.
3. The District 1199 Executive Board Member shall be notified, in writing, of all new hires with their name, date of hire, classification, grade, step and home address by the Fiscal Officer.

I. Maintenance of Membership

Only during the period December 1 through December 31 may individuals withdraw from membership in the Union by providing written notice of withdrawal to the president of the Union and Fiscal Officer of the library, to be received not later than December 31. Such withdrawal shall be effective the pay period immediately following January 1. At that point, the individual shall be subject to the fair share fee set forth in Article IV. F.

**Article V
NEGOTIATION PROCEDURE**

A. The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Board and the Union and shall be the exclusive procedure to be followed by both parties as provided by 4117 ORC.

B. Either the Board or the Union may initiate negotiations by letter, not more than one hundred twenty (120) nor less than ninety (90) days in advance of the expiration date of this Agreement. At that time, the Board and the Union will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the negotiations dispute resolution procedures identified in this contract will be employed in place of procedures alternatively provided in 4117.10 ORC, 4117.14 ORC and related sections.

C. Proposals for negotiations shall be submitted in writing by the party requesting negotiations not more than ninety (90) nor less than sixty (60) days before expiration of the Agreement. Within fourteen (14) calendar days of the receipt of the proposal, the other party shall submit its proposal. 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.

D. Negotiating teams shall be composed of not more than four (4) members. The Board and the Union shall identify the members of their negotiating teams and the names of no more than two (2) alternates, if desired. Alternates shall substitute for team members only in emergencies. Each team may have up to three (3) additional persons or 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 that consultant shall notify the other team's leader 24 hours in advance. Consultants used by either party shall be paid by the party employing their services.

E. The first negotiation session shall be held within fourteen (14) calendar days from the date the party requesting negotiations submits its proposal. Each team may take caucuses of a reasonable length of time.

F. After submission of its complete initial position neither party shall submit new proposals. The submission of counterproposals shall not be deemed to violate this paragraph.

G. 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 E 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, the parties agree to share such costs equally.

H. Negotiations shall be conducted in good faith. All negotiations shall be conducted exclusively by and between the negotiations teams of the respective parties. "Good faith" means the obligations 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.

I. The scope of negotiations shall be governed by 4117.08 ORC and this Agreement.

J. Written and/or oral release of information by either party to employees or management will be at their discretion. Neither party will release any information to the media prior to impasse.

K. Attendance at negotiation sessions by persons other than the negotiating team members, legal counsel, chief negotiators and consultants, as described in paragraph D above, shall be limited to 2 observers for each party with twenty-four (24) hours prior notice.

L. 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 Union 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. Each team shall urge and recommend approval of the tentative agreement. Upon approval by the Board and after signatures on behalf of the parties, the Agreement shall become part of the official Minutes of the Board.

M. 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 forty-five (45) days prior to the expiration of the Agreement, either party may declare

and submit the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. The assigned mediator shall have authority to call meetings, as per Section E above, for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreements.

N. If after thirty (30) 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 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.

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

Article VI **PROHIBITION OF STRIKES AND LOCKOUTS**

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

B. The Union agrees for itself, its agents, representatives and members that during the life of this Agreement, neither it nor they will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist any strike, slowdown, work stoppage, sympathy strike, or refusal to cross any picket line, picketing, "call-ins", any failure to report to work or interference of any kind with the Library's operations, deliveries and suppliers, whether the same be in connection with a dispute between the Union and the Library, or between the Union and any other union, or between the Union and any other union with any other employer, or between the Library and any other union or organization or group or individual.

C. Should any unauthorized strike, work stoppage, slowdown or other interference with the Library's operations occur, upon notice provided to the Ohio Public Sector Area Director of the Union or her/his designee, the Union shall immediately send the written notice set forth below, signed by the Union and the SEIU District 1199 Executive Board Member and Delegates of the Euclid Public Library Chapter of District 1199, WV, KY, OH SEIU, The Health Care and Social Service Union, Change to Win, CLC, to all bargaining unit members at their last known address as provided by the Library, and also post said notice on the bulletin boards and all entrances to the Library premises, and the Union and its officers shall do everything possible to end the work stoppage:

NOTICE

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

Article VII
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure is to ensure that all employees receive fair and equitable treatment. All parties agree that grievance proceedings shall be kept as confidential as is appropriate.

B. Definitions

1. "Grievance" is defined as a dispute or disagreement concerning the alleged misapplication of, misinterpretation of, or failure of compliance with a specific provision of this Agreement.

2. "Grievant" is defined as a member of the bargaining unit or 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 on the written grievance and shall be given written notice by the Library of the filing of the grievance. Individuals may notify the Library if they wish to withdraw from the grievance action. The grievance shall be processed on behalf of those who do not withdraw. The Union may file a grievance only concerning violation of the articles concerning recognition, duration, and validity of the agreement, Union rights, management rights, negotiations procedure, prohibition of strikes and lockouts, and grievance procedure.

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 4117.03(A)(5) ORC, 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.

D. Initiation of Grievance and Steps

Step 1: Prior to the filing of a written grievance (Appendix B, p. 61), a bargaining unit member with a grievance, as defined above, shall first talk to her/his department head in an earnest effort to find a solution to the grievance within ten (10) calendar days of the event giving rise to the grievance. Prior to the Step 1 meeting, the department head shall be notified either by the grievant or by a union representative, that the meeting is a Step 1 grievance meeting. The grievant may be accompanied by a union delegate or officer at this informal meeting. The department head may be accompanied by one other department head.

Not later than seven (7) calendar days after the Step 1 meeting occurs, the department head shall provide a written response to the grievant, any Union delegate in attendance, and the Union Administrative Organizer. On receipt of the written reply, the grievant has up to seven (7) calendar days to proceed to the next step.

Step 2: If not satisfied with the written reply received in Step 1, the bargaining unit member may initiate a written grievance by completing the grievance form, referencing the Section(s) of the agreement allegedly violated, and submitting a copy to the Human Resources Department as well as the Union and Director. Human Resources may arrange a meeting with the employee to discuss the grievance, and ascertain all the available facts and information relative to the grievance. The grievant is obligated, if she/he intends to bring a Union representative, to advise Human Resources of this intention and the identity of the representative at least 24 hours in advance of any meeting if possible. The Library is obligated to advise the grievant and the Union, if the Union is involved in processing the grievance, of the identity of all personnel who management intends to have present at the meeting at least twenty-four (24) hours in advance of the meeting if possible. Human Resources must reply in writing to the grievant within seven (7) calendar days of receipt of the written grievance, with a copy to the office of the Regional Director, to the District 1199 Executive Board Member, and the Union Administrative Organizer. On receipt of the written reply, the grievant has up to seven (7) calendar days to proceed to the next step.

Step 3: If a grievant is not satisfied with the Step 2 response, she/he or the Union, provided the grievant has given written authorization for the Union to act on her/his behalf, has the right to appeal the grievance to Step 3 with the Library Director or her/his designee. In the appeal, the grievant must submit the grievance form which indicates the points of her/his objection to the decision rendered in Step 2 and clearly references the sections of this agreement allegedly violated. A meeting shall be arranged by the Director or her/his designee to further evaluate the facts involved. The grievant, accompanied at her/his choice by a Union representative, will meet to discuss the grievance with the Library Director or her/his designee within seven (7) calendar days after presentation of the Step 3 appeal. Within five (5) calendar days after the meeting at Step 3, the Director or her/his designee shall render a written response to the grievant, the District 1199 Executive Board Member and the Union Administrative Organizer.

Step 4: In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no written disposition is received by the grievant within seven (7) calendar days of the Director's meeting concerning the grievance, the grievant and the Union may initiate arbitration by filing a written notice of such decision with the Director within thirty (30) calendar days of the deadline for receipt of the Step 3 disposition.

a. Upon filing of the demand for arbitration, the Union shall contact the Federal Mediation and Conciliation Service to request a panel of seven potential arbitrators. The parties shall select the arbitrator to hear the grievance in accordance with the rules of the FMCS.

b. The arbitrator so selected shall hold the necessary hearing and issue a decision within thirty (30) days of the close of the hearing. Arbitration hearings shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons scheduled to be present to attend.

c. 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 final, conclusive and binding upon the grievant, the Union and the Board.

d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, or add to, detract from or modify

the language in arriving at her/his decision. The arbitrator shall expressly confine herself/himself to the precise issue(s) submitted for arbitration and shall not have authority to decide or render opinions on any other issue(s) not so submitted. The arbitrator is specifically empowered to review and modify the appropriateness of the penalty imposed in a disciplinary matter.

e. Except as expressly limited by this Agreement, the arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board 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 Board or the Director. 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.

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

E. Mediation

The parties may mutually agree to pursue mediation of a grievance in accordance with the rules of the Federal Mediation and Conciliation Services ("FMCS") within the thirty (30) calendar day period at Step 4, prior to written notification by the Union to the Director of the Union's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If mediation is utilized, the Union need not request a panel of arbitrators until thirty (30) calendar days after the conclusion of mediation.

1. Mediation will be pursued and conducted in accordance with the rules of FMCS in effect on the date that the recent request for mediation was sent.
2. Any party may end mediation at any time after participation in the mediation process by giving written notice to the mediator and the other party or parties.
3. The fees and expenses of mediation, if any will be borne equally by the Library and the Union.

F. General Conditions

1. Any grievance in Step 1, Step 2 or Step 3 which is not answered in a timely manner may automatically be appealed to the next Step.
2. All time limits specified herein are calendar days. In the interest of the prompt resolution of employee complaints, the action at each Step of the grievance procedure should be taken as rapidly as possible, but not later than the stated limit. In the event of extenuating circumstances, a time limit may be extended by mutual agreement of the parties at that Step.
3. If an appeal is not made within the established time limit at each Step, the grievance is considered resolved.

4. In the event the Union determines, at any level of the grievance procedure, that the 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 at the grievant's own cost.

5. The Union and the grievant shall be entitled to receipt of copies of all notices and written dispositions pertaining to a grievance.

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

7. If the grievance affects a group of members of the bargaining unit from more than one branch or department, it may be submitted initially at Step 3.

Article VIII **HOURS OF WORK AND OVERTIME**

A. Full-Time and Part-Time Employment

Full-time employees shall be scheduled for 40 hours per week. Part-time employees are scheduled an average number of hours per week which amount to at least ten (10) but less than forty (40) hours. Daily scheduled hours for part-time employees may vary from day to day and may change as scheduling priorities dictate.

B. Scheduling

1. All employees are scheduled according to Library needs. Employee work schedules for the Library normally will be posted in their department or work assignment areas. Except in unusual circumstances, the work schedules for the Library for the following week (Sunday through Saturday) will be posted four (4) days in advance. Changes from the posted schedule may be made in order to meet operational needs, but the Library will give employees notice of any changes as far in advance as circumstances reasonably permit. Part time employees will be scheduled for a minimum of three (3) hours per shift (with the exclusion of high school students) unless the employee specifically waives the requirement and requests a shorter shift. Library management will not schedule part time employees to work hours in excess of those agreed upon at hire without first obtaining employee's consent.

2. Employees shall substitute for each other during unanticipated absences with the approval of the immediate Manager/Supervisor. Part-time staff within the bargaining unit may work as substitutes in accordance with Article IX. E.

3. Saturday and evening work and work on a holiday when the Library is open shall be assigned on an equitable and rotating basis within the department.

4. Employees shall report to work on time, which is defined as an employee being at her/his work location at the start of her/his shift. An employee who is late in arriving to work by seven (7) minutes or more shall use a minimum of fifteen (15) minutes compensatory time, or if none is available, shall be docked in pay to cover her/his

absence. This is not to be construed as implied permission to be tardy. Repeated or excessive tardiness of any length may subject the employee to discipline.

5. An employee who works seven (7) minutes or more over her/his regular work schedule shall earn a minimum of fifteen (15) minutes of overtime, subject to Section D below.

C. Breaks and Meal Periods

1. Employees scheduled to work eight (8) hours in a work day, which day is completed before 6:00 p.m., shall be granted an unpaid thirty (30) (applicable to Saturday work for non-maintenance employees) or sixty (60) minute meal period during their work day. This meal period is the employee's own time and Managers/Supervisors may not require an employee to work during her/his meal time.

2. A separate period of sixty (60) minutes, of which forty-five (45) minutes are paid, is provided to persons scheduled to work both the afternoon and the evening shifts. Employees working a split shift do receive the paid forty-five (45) minute supper allowance. Employees will not be scheduled for a split shift except by mutual agreement between the employee and the Manager/Supervisor.

3. Employees shall not shorten the work day by working through the lunch or supper allowance periods.

4. Two relief periods, not to exceed fifteen (15) minutes each, shall be provided on paid library time for every employee for each eight (8) hours actually worked; however, for employees working the afternoon and evening shift, the fifteen (15) minute relief period for the afternoon portion of the shift is included in the paid supper period described in Article VIII. C. 2. If an employee works less than eight (8) hours, but works at least four (4) hours, she/he will receive a single fifteen (15) minute relief period. An employee who does not work a portion of the 12:45 to 4:00 period forfeits (15) minutes of the dinner hour.

Relief periods are to be taken when the employee can be spared from the work schedule and with the permission of the Manager/Supervisor.

Employees may not leave the premises during the relief period, or shorten the work day by working through a relief period.

D. Overtime

1. For purposes of computing overtime, PTO, sick leave, and other paid leaves shall not be considered as hours worked with the exception of holiday leave.

2. Employees, both professional and non-professional, shall be paid one and one-half (1-1/2) times their applicable rate of pay for all hours which are worked in excess of forty (40) in any work week.

3. The Library will endeavor, insofar as it is practicable, to make an equitable distribution of overtime among qualified employees, beginning with the most senior employee on duty at the time the overtime arises. If no qualified employee on duty

volunteers to perform overtime service, the Library may assign the work to the least senior qualified employee on duty.

4. Prior approval for overtime work must be obtained from the Manager/Supervisor except in cases of recognized emergencies. An employee who works such overtime shall report the overtime to her/his Manager/Supervisor.

5. An employee who is scheduled to work on a holiday when the Library is closed will be paid at two (2) times her/his basic hourly rate of pay for a minimum of two (2) hours.

E. Staff Development Day

All Library staff shall report and perform assigned obligations on Staff Development Day. At the discretion of the Library, such assignments might include in-service training or work in a different location, as directed by the Library. The Library shall make every reasonable effort to notify Library staff of the date of Staff Development Day at least sixty (60) days in advance.

F. Flexible Schedule

Employees may request a flexible schedule, not including Sundays, which is consistent with Library needs, does not inconvenience other employees, and does not make the employee eligible for overtime. All requests that are granted are done so at the discretion of the Library.

Requests must be submitted in writing to the employee's Manager/Supervisor, who determines whether the request is consistent with Library needs and can be approved. If an employee asks the Library not to disclose the reason for the flexible schedule, the Manager/Supervisor shall respect the employee's need for privacy. If a request is denied, the Manager/Supervisor shall state the reasons for denial in a written memo to the employee. The Library shall notify the District 1199 Executive Board Member in writing of all approved requests.

G. Job Sharing

Two employees may share one full-time position under the terms of this provision:

1. **Eligibility:** An employee seeking a job share arrangement may seek a partner from within the Library, or may request that the job share position be posted. The job share partner need not previously have been in the same position description if both partners possess the minimum qualifications for the job share position. Managerial or Supervisory positions are not eligible for job sharing. A request for job sharing must be submitted at least three (3) months before the anticipated start date.

2. **Job Share Plan, Terms and Approval:** Each individual job sharing request will be negotiated as it occurs between the Manager, Director, employee(s) making the request and the Union. The Library retains the right, in its discretion, to approve or disapprove of any job sharing request. Among the many factors that may be considered include, but are not limited to, the size of the department and the existence of or number of current

job share arrangements within a department. It is understood that a job share is not necessarily intended to be entry into a full-time position.

Each job share must have a job sharing plan signed by the Manager/Supervisor, Director, District 1199 Executive Board Member and the job share employees delineating responsibilities and terms of the job share (which terms shall not conflict with this Agreement). After the plan is signed by all parties, the Manager/Supervisor will review the plan with the other employees in the department.

Responsibilities and duties may be split in any manner acceptable to the Manager/Supervisor and the job share partners. Schedules are to be worked out between the job share partners and the Manager/Supervisor. Job share partners will be evaluated both individually and as a team.

The job share plan must consider what happens to any vacated positions. The job share plan must include an ending date for the job share. The minimum term for a job share position is one (1) year. The job share plan may not be changed without the consent of all parties that have signed the plan.

Wages and benefits of the job share position are prorated between the partners according to their hours, and are established for purposes of the job share arrangement only. Hours must be equally split between the partners. Seniority for the purpose of wages and benefits is each job share partner's individual seniority. Job share positions are treated as full-time positions for the purpose of Sunday hours. Substitute hours are not available to job share partners.

For the purpose of breaks and meal hours, the hours of each job share partner are considered separately. (For example, job share partner working four hours on evening shift does not get paid dinner hour but does get a paid 15-minute break.)

3. Termination of Job Share: The Library may end job share arrangements with sixty (60) days' notice. The notice period may be shortened for exigent circumstances. Job share partners themselves have no right to end a job share arrangement before the planned ending date.

If a job share begins with two internal employees, the position trial period will be thirty (30) days. If the performance of the job share during the trial period is not acceptable, each of the job share partners shall return to her/his prior position in the Library. If the job share begins with two internal employees, the Library has the option of posting the vacated position as either a temporary or a regular position. If a job share includes an external candidate, the probationary period set forth in Article IX (C)(1) applies.

When a job share agreement expires pursuant to its agreed upon terms, the job share employees will revert to their status prior to the job share agreement, whether full-time or part time. The incumbent in the position has the option of accepting the full-time position or being placed on layoff-recall status without loss of recall rights if there is no other position available. If the incumbent declines the position, the remaining job share employee will be offered the full-time position. If he/she declines, the remaining partner will also be placed on layoff-recall status if no other position is available.

If a job share partner resigns or is terminated prior to the natural expiration of the job share arrangement, the Library will assess the situation and decide whether to continue with a job share arrangement, and if so, how. If the Library agrees to continue a job share arrangement, the remaining partner will have the option of continuing in the job share position and the remaining portion will be posted.

If the Library will not accept a continued job share, and the remaining partner is the incumbent, he/she will have the option of continuing employment in the full-time position or being placed on the layoff-recall list as where the arrangement naturally expires. If the remaining job-share partner is not the incumbent, he/she will be placed on the layoff-recall list and the full-time position will be posted.

If a former job-share partner is placed on layoff-recall and accepts recall to a lower grade than he/she enjoyed in the job-share agreement, the employee will be compensated in accordance with Article XIII.C.3. p 23. If the employee is recalled to the same grade as the previous job-share position, the employee will be compensated at the rate he/she received at the time of the expiration of the job-share position and any wage increase which the employee would have otherwise been entitled to if he/she had not been laid off.

If a layoff may affect a job share position, the job share position is treated as one full-time position. The seniority level of the position will be determined by averaging the accrued seniority of the two partners. That average seniority will determine whether the job share position (including both partners) is subject to the layoff.

H. Program Preparation

Employees required to prepare programs for the public or other staff members may be granted up to four (4) hours off the floor, at the discretion of the Manager/Supervisor, to prepare the program. All such preparation shall be done on Library premises, unless express permission to the contrary is provided by the Manager/Supervisor.

I. Sunday Hours

1. Sunday hours are over and above the regularly scheduled work week.

2. Regular employees (an average of at least twenty (20) or twenty-four (24) hours or more per week as described in Article II, Section B, exclusive of Sundays, in the preceding 90 day period) assigned to work on Sunday shall be compensated at paid time and one-half or compensatory time and one-half, at the discretion of the Library.

However, all Sunday hours shall be compensated in the same manner. Part-time employees who work less than twenty (20) or twenty-four (24) hours per week as described in Article II, Section B receive regular compensation for Sunday work.

3. If an employee is absent for a scheduled Sunday work shift, she or he will not be paid.

4. No employee shall be involuntarily scheduled to interrupt PTO because of weekend hours. An employee may decline without prejudice to interrupt PTO schedule to cover a weekend schedule.

5. Employees shall not accrue seniority for Sunday work if Sunday hours worked are over and above the employee's regular work schedule.

6. Scheduling for Sunday hours will be accomplished in accordance with the following provisions:

a. Volunteers from the bargaining unit regularly assigned to work in public service and maintenance shall be scheduled for Sunday work. In the event that there are more volunteers than available work, volunteers shall be assigned to Sunday work on a rotating basis, beginning with the most senior qualified person in each job category and continuing down the list of volunteers.

b. Non-public service employees will be allowed to volunteer for Sunday work in accordance with this paragraph as follows:

i) Eligibility for Sunday work for non-public service employees is based on the list of position eligibility (Appendix G).

ii) Non-public service employees may not perform Sunday work until they have been successfully trained and qualified as determined by the Manager; training may include work in public service during the employee's regular schedule.

iii) Non-public service employees who volunteer must agree to be available for Sunday hours at least once per month.

iv) If management determines a non-public service employee is not performing satisfactorily on Sundays, (in addition to any other appropriate sanctions) that employee will become ineligible for Sunday hours.

v) Non-public service employees will not be scheduled to be in charge of a department, unless determined otherwise by management.

vi) Probationary non-public service employees are not eligible to bid for Sunday hours.

vii) Non-public service employees receive their ordinary rate of pay for Sunday hours (X1.5) except that if the ordinary rate of pay exceeds the maximum rate of pay for the category worked, the maximum for the category worked will be used.

c. If the number of qualified volunteers is not adequate for the amount of Sunday work, then the Sunday work shall be assigned to public service and Maintenance employees on a rotating basis beginning with the least senior qualified employee. The entire seniority list by department, i.e., Reference, Children's, Circulation, and Maintenance shall be exhausted on a rotating basis beginning with the least senior qualified employee. The entire seniority list by department, i.e., Reference, Children's, Circulation, and Maintenance, shall be exhausted before going back to the least senior employee. The Library may use non-bargaining unit employees in bargaining unit jobs for mandatory Sunday work assignments only.

d. The Library shall provide a volunteer sign-up sheet on July 1 for the months of September through February, and on January 2 for the months of March through May. The sign-up sheet shall be made available for completion by employees for ten (10) calendar days. Sunday scheduling will be completed in twenty-one (21) days. The sign-up sheet shall include frequency of Sundays the employee is willing to work and any specific dates which the employee is unavailable for volunteer Sunday work.

e. The scheduling of Maintenance staff for Sunday hours under this Section will not affect the current practice of having other custodial hours regularly scheduled on Sundays.

7. When the Library closes for the entire day or for part of a Sunday work shift due to an emergency, scheduled employee shall be compensated at their regular rate of pay for the hours they would have worked had the Library been open. Employees shall be compensated according to Article VIII. I. 2. only for the number of hours actually worked up until the time of the emergency closing.

J. Call-Out Pay

Time and one-half of the basic hourly rate for a minimum of two (2) hours will be paid when an employee is required by the Manager/Supervisor to be called back to work after the end of her/his regular shift. Two (2) times the basic hourly rate for a minimum of two (2) hours will be paid when an employee is "called out" on a holiday when the Library is closed. Employees who are "called out" shall receive not less than two (2) hours' notice to report to work except in an emergency. The Library will make every effort to notify employees who are to be "called out" as soon as possible.

K. Emergency Closing

1. Employees shall be compensated for all regular hours of work at their regular rate of pay on a day when the Library is closed for any portion of that day due to inclement weather or other emergency.

2. Any employee who is on approved paid leave (PTO, holiday, sick leave, bereavement leave, or jury duty and court appearances leave) at the time the Library is closed due to inclement weather or other emergency will be compensated only for the approved leave.

3. Emergency Sunday closings will be handled in accordance with Article VIII. I. 7.

4. Any employee who is asked to work during an emergency or inclement weather closing, when most or all other regularly scheduled employees are sent home or told not to come to work, will be paid time and one half for the time worked while most or all other employees are not working. The time and one half pay will be in place of regular pay, not in addition to regular pay. There will be a two hour minimum on the time and one half pay if the employee must come from home to work on an emergency or inclement weather day, but no minimum if the employee is already on the job when asked to work on the emergency or inclement weather day.

Article IX
STAFFING

A. Job Descriptions

1. Job descriptions for all positions in the bargaining unit are located in the Director's office. Each employee shall be provided with a current copy of her/his job description.
2. The Library's current job classification system is attached as Appendix A.

B. Job Posting

1. A vacancy is defined as a bargaining unit position which the Library desires to fill.
2. Within two (2) weeks of the Director's determination to fill a vacant position, vacancies in bargaining unit positions shall be posted in each Library location. Exceptions to the posting policy include: elimination of a position, vacancies filled by recall from layoff and temporary assignments of an employee as defined in paragraph D below. Postings once made shall continue for ten (10) calendar days. The Library retains the right to solicit outside applicants for posted positions.
3. All bargaining unit members who timely apply for a vacancy but who are not selected for a job interview will receive written notification from the Library indicating they were not selected for an interview.
4. Qualified EPL employees may apply for posted positions. The position shall be awarded solely on the basis of skill, ability, education, experience (for bargaining unit members, "experience" includes without limitation "seniority", as defined in Article XII) and other vocationally relevant factors. An evaluation of these factors is reserved to the discretion of the Library, and neither the Union nor any of its individual members may grieve or otherwise challenge the Library's evaluation of such factors, including without limitation the weight or importance given by the Library to any one or more factors. Final approval of personnel to fill vacant positions is made by the Board of Trustees upon recommendation of the Director.

C. Probation

1. **New Hires:** All new hires appointed to full-time or part-time bargaining unit positions shall serve a probationary period of six (6) calendar months. The Library, in its sole discretion, may extend the probationary period for all employees for an additional six (6) calendar months. Such an extension shall be made known to the employee in writing before the end of the first six (6) month probationary period. Written notification will also be made to the District 1199 Executive Board Member. During the initial probationary period and any extension, the probationary employee will be appraised every three (3) months.

Disciplinary suspension status and leaves of absence shall not be considered a part of the probationary period. During the initial probationary period or an extension, the probationary employee may be dismissed in the Library's sole discretion without any

provision of this Agreement applying. Regular employment status is granted upon successful completion of the probationary period.

2. Promotions or Transfers: Employees who are promoted or transferred shall serve a trial period of thirty (30) calendar days in the new position. If at any time during the trial period the Library, in its sole discretion, determines that the newly-promoted or transferred employee is not performing satisfactorily, then the following condition applies:

If the determination of unsatisfactory performance by the newly-promoted or transferred employee is rendered by the Library on or before the thirtieth (30th) calendar day of the trial period the employee shall be promptly returned to the position she/he held immediately before promotion or transfer. The employee shall retain all seniority previously accrued. During this same period, the employee may choose to return to the position she/he held immediately before the promotion or transfer.

If the Library determines the position held immediately before the promotion or transfer is to be eliminated, the employee may exercise bumping rights as defined in Article XIII.

D. Transfer

1. Employees are subject to change in location, schedule and job position according to the needs of the Library. Such changes are made only after consultation with the Manager/Supervisor and the employee concerned.

2. The Library has the right to temporarily transfer employees to fill any vacancy until the job posting procedure is completed and the position is permanently filled or to cover any approved leave of absence. However, the Library shall not temporarily transfer an employee to avoid the job posting procedure or for disciplinary purposes.

3. An employee who is temporarily transferred receives her/his regular rate of pay during the first three (3) working days of the transfer. Thereafter and for the duration of the transfer she/he will receive the minimum rate of the classification to which she/he was transferred or her/his regular rate, whichever is greater.

E. Substitute Employees

1. The Library may maintain a substitute pool. Substitutes may be used to cover paid time off, sick leave, unpaid leaves, programs, conferences, workshops, meetings; to cover a vacancy pending the awarding of a position under the job posting or bumping procedures; and to ensure adequate staffing levels.

2. The Library shall not use substitutes to avoid filling or creating a bargaining unit position.

3. Substitute hours for a department shall be first offered to part-time employees who are assigned to that department. At the discretion of the Manager/Supervisor, the hours may then be offered to part-time employees in other departments.

4. If part-time bargaining unit employees work as substitutes outside their regular grade, they receive pay at the minimum hourly rate in the grade of the position in which they are substituting.

F. Temporary Employees

1. The Library may hire individuals as temporary employees for periods not exceeding one (1) year.

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

3. Three (3) months after date of hire, temporary employees begin to accrue sick leave at the rate described in Article XV. C. 1, 2 & 3 they receive holiday pay on a pro-rated basis; and they receive no other benefits. If bargaining unit employees work temporary hours, they must work at least three (3) months after which their paid time off, sick leave and holiday pay is pro-rated to the combination of regular hours and temporary hours. Insurance benefits remain pro-rated to a bargaining unit member's regular hours for the first three (3) months of working temporary hours.

After three (3) months, insurance benefits shall be pro-rated to the combination of regular hours and temporary hours. When the temporary hours cease, the employee's benefits shall return to the former payment schedule.

4. The Library shall not use temporary employees to avoid filling or creating a bargaining unit position.

G. Special Assignments

The Library may, in the case of a limited time special project, assign employees from various departments and/or job classifications to carry out the task of said projects. In advance of such assignments, the Library shall notify the District 1199 Executive Board Member, normally seven (7) days in advance, of the specific duties to be assigned and the amount of work time to be allotted to completion of the project. If the Union so requests, the project Manager/Supervisor will meet with the delegate(s) of the affected employees and District 1199 Executive Board Member to discuss the project.

H. Volunteers/Practicum Students/Interns

1. The Library shall not use volunteers, practicum students, or interns in a manner that results in the displacement or layoff of bargaining unit employees or in the replacement of a bargaining unit position. The Union recognizes the Library's right to continue its current practice regarding the use of volunteers.

2. The Library will notify the District 1199 Executive Board Member before any practicum student or information technology intern is accepted at the Euclid Public Library. A Library Manager and at least one (1) employee from the department(s) in which the practicum student or information technology intern will work will meet before the final agreement to host a practicum student is made.

3. A chain of command will be established for each practicum student and information technology intern.

4. Each practicum student and information technology intern will be taken through the relevant parts of employee orientation.

5. The Library shall limit the number of information technology interns to no more than one (1) per year during the life of the contract.

I. Subcontracting

The Library will notify the Union of decisions to subcontract work currently performed by bargaining unit employees before such decisions are implemented, such notice will be in writing and to be provided at least thirty (30) days before such decisions are implemented. Upon request of the Union, the Library will bargain regarding the effects of subcontracting on the wages, hours or terms and conditions of employment of the employees in the affected job classification(s). This notice will provide the Union with an opportunity to bargain to retain the work.

J. Consultants

The Library agrees to solicit Union input when hiring consultants for projects that impact the bargaining unit.

**Article X
NEW JOB POSITIONS**

A. The Union will be notified of the creation of any new job title. A job review committee consisting of three (3) members appointed by the Library and three (3) members appointed by the Union shall recommend the salary grade for the new title to the Director.

B. The Committee shall meet to discuss the inclusion and/or exclusion of such new job title within the bargaining unit and, if within the unit, to assess the appropriate salary grade. If the parties disagree on the inclusion of the position in the unit, the Union may invoke proceedings with SERB as the exclusive method of resolving the issue of inclusion or exclusion of a new job title in the bargaining unit. Such a unit clarification petition to SERB shall be limited to the new job title only. In the event the Committee representatives are unable to reach an agreement on the salary grade, or if the Director disagrees with the Committee's recommendation, the Library shall establish the grade and will promptly notify the Union thereof in writing.

C. The grade shall remain in effect until the Library and Union representatives reach agreement or until the next effective date of the contract.

**Article XI
JOB RECLASSIFICATION**

A. The Job Review Committee shall also consider matters of job reclassification. For purposes of the job reclassification process, a "substantial change" in a job position is not directly related to work volume but occurs only where a new job function or functions requiring significantly different skills or work efforts is added to, or removed from, the duties of the job title or where the qualifications required to hold a particular job have been substantially changed.

Only substantial changes which have occurred since October 1, 2000 may be presented to the Committee.

B. Either an employee, District 1199 or EPL management may request the Committee to review an existing job title and its assignment classification if they believe substantial changes have been made in the job duties or job qualifications.

C. To make a request for review of an existing job title, the employee, District 1199 or EPL management must fill out the Job Title Analysis form and submit same to the Director, who will forward a copy to each of the Committee members. The analysis and request must be submitted at least thirty (30) days in advance of the Committee meeting.

D. All job title analyses which are completed and timely submitted, in accordance with Paragraph C above, will be reviewed by the Committee at its quarterly meetings. Those quarterly meetings shall be publicized to the staff. No meeting needs to be held if the Committee receives no analyses or if the co-chairs agree that no request identifying a substantial change (as defined in Paragraph A above) has been presented.

E. If the Committee, by a majority vote, believes the submission warrants further investigation and review, the Committee may request discussion with management representatives, the employee(s) in the position under consideration, or any other Library employee who may have knowledge relevant to the investigation.

F. The Committee will make its recommendations on any job classification changes to the Director within thirty (30) days of the regular scheduled quarterly meeting. All Committee recommendations will be in writing and sent to the employee, District 1199 and appropriate management personnel.

Members of the Job Review Committee will meet individually with employees who have brought reclassification business before the Committee. The purpose of the meeting is to discuss with the employee the recommendation of the Committee.

G. A quorum of the job review committee is two members from each party. All decisions shall be made by majority vote.

H. The Committee, after review and discussion and making a good faith attempt to reach consensus, shall take a preliminary vote. If that vote results in a tie, each Committee Chair shall name a member from the Committee, who shall cooperate to complete an audit of the job function(s) in question and present the results of their findings to the full committee. If the vote remains tied, the Co-Chairs shall meet with the Director and District 1199 Executive Board Member to review the situation and search for solutions.

I. The same position may be submitted for review no more than twice in any 12-month period by the same incumbent. This 12-month period begins with the first submission of a request.

J. The Director will post any decisions made by the Board of Trustees regarding reclassifications or made by the Director regarding an increase in points for a specific job title. The decision of the Director and the Board on point or reclassification recommendations shall be final. The Committee shall make any necessary revisions to the bumping order following approved reclassifications.

K. There shall be co-chairs from each party. Minutes will be taken by each Committee member on a rotating basis.

L. Nothing in Article X and XI shall be construed to economically penalize the Library in acting to correct an inefficiency nor shall this provision be considered inconsistent with the principle, accepted by the Union and the Library, of a full and fair days work for a full and fair days pay.

Article XII SENIORITY

A. General

1. For all purposes but Article XVII (Wages), seniority is defined as the total number of compensated hours from date of hire in a bargaining unit position, including substitute hours worked by a part-time employee. Seniority does not accumulate during approved unpaid leaves of absence.

2. The Library shall post the seniority list on an annual basis on or about October 1 of each year. The Union shall have thirty (30) days from the date of receipt of this seniority list to challenge and/or question the seniority rankings reflected by the list. The District 1199 Executive Board Member and the Director or her/his designee will meet to discuss questions or problems within that period at the request of the District 1199 Executive Board Member.

3. The District 1199 Executive Board Member, Grievance Chair and no more than four (4) delegates of the Union shall be deemed the most senior employees in the bargaining unit during their terms of office.

4. An employee who temporarily performs in a non-bargaining unit position shall continue to accrue seniority for the purposes of this article during such service.

B. Break in Seniority

Accrued seniority is eliminated when an employee:

1. resigns or quits;
2. is discharged for just cause;
3. is laid off for more than one (1) year;
4. is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee; and
5. fails to accept recall to a comparable position from layoff within ten (10) calendar days following the postmark on the Library's notice to the employee's last known address as shown on Library records.

C. Resignation

An employee who resigns and is rehired not more than one (1) year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

**ARTICLE XIII
LAYOFF**

A. Policy Statement

Should the Board determine to reduce the number of staff of the Euclid Public Library system seniority as a Euclid Public Library bargaining unit employee and maintenance of Library services shall be the governing principles in determining order of layoff.

B. Procedure

1. If a full-time or part-time position must be eliminated or reclassified downward through the Job Review Committee procedure, the employee in that position may first bump the least senior employee in that job title, provided the bumping employee possesses the qualifications and ability to perform the work required within the job title satisfactorily and efficiently with an orientation to the position and normal supervision. However, if the least senior employee occupies a part-time position, the full-time bumping employee may bump the least senior full-time employee in that job title. Additionally, if the least senior employee is in a full-time position, the part-time bumping employee may bump the least senior part-time employee within the same job title subject to the provisions regarding job performance set forth above. Thus, a full-time employee may bump a part-time employee, but a part-time employee may not bump a full-time employee.

2. If the employee in the position to be eliminated or reclassified downward cannot bump in the same job title, she/he may bump laterally the least senior employee within the same salary grade provided the bumping employee possesses the qualifications and ability to perform the work required within the job title to which he/she will bump satisfactorily and efficiently with an orientation to the position and normal supervision. However, if the least senior employee is in a part-time position, the full-time bumping employee may bump the least senior full-time employee within the same salary grade, subject to the provisions regarding job performance set forth above. Additionally, if the least senior employee is in a full-time position, the part-time bumping employee may bump the least senior part-time employee within the same salary grade subject to the provisions regarding job performance set forth above. Thus, a full-time employee may bump a part-time employee, but a part-time employee may not bump a full-time employee.

3. If the employee in the position to be eliminated or reclassified downward does not have sufficient seniority to bump within her/his current job title and is deemed not to possess the qualifications and ability to perform the work required within the job title held by the least senior employee in the same salary grade satisfactorily and efficiently with an orientation to the position and normal supervision, such employee will be considered eligible to bump the next least senior employee in her/his current salary grade, subject to the requirements with respect to qualifications and ability as set forth above. If the

employee cannot bump into any position within her/his current salary grade, the employee can bump the least senior employee in the next lower salary grade, subject to the conditions, qualifications and ability criteria discussed above, and shall continue in the same manner until all possibilities are exhausted for the bumping employee.

4. The same procedures described above with respect to bumping employees, apply to employees who are displaced via the bumping process. Thus, if the employee displaced has sufficient seniority, she/he may opt to bump to a lower grade in accordance with the bumping order set forth below, provided the bumping employee possesses the qualifications and ability to perform the work required within the job title to which he/she will bump satisfactorily and efficiently with an orientation to the position and normal supervision. If an employee bumps into a lower grade the displaced full-time employee may bump the least senior employee in that grade, provided the bumping employee possesses the qualifications and ability to perform the work required within the job title to which he/she will bump satisfactorily and efficiently with an orientation to the position and normal supervision. However, if the least senior employee occupies a part-time position, the full-time bumping employee may bump the least senior full-time employee within the lower salary grade, subject to the provisions regarding job performance set forth above. If the bumping employee is part-time, she/he may bump the least senior employee, provided the bumping employee possesses the qualifications and ability to perform the work required within the job title to which she/he will bump satisfactorily and efficiently with an orientation to the position and normal supervision. Additionally, if the least senior employee is in a full-time position, the part-time employee may bump the least senior part-time employee within a lower salary grade subject to the provisions regarding job performance set forth above. Thus, a full time employee may bump a part-time employee, but a part-time employee may not bump a full-time employee.

5. If the displaced employee does not have sufficient seniority to bump within her/his current job title and is deemed not to possess the qualifications and ability to perform the work required within the job title held by the least senior employee in a lower salary grade satisfactorily and efficiently with an orientation to the position and normal supervision, such employee will be considered eligible to bump the next least senior employee in a lower salary grade, subject to the requirements with respect to qualifications and ability as set forth above and shall continue in the same manner until all possibilities are exhausted for the displaced employee.

6. A bumping employee may elect to bump into a vacant position, as that term is defined in Article IX. B., rather than to bump an incumbent, provided the bumping employee possesses the qualifications and ability to perform the work required within the job title to which she/he will bump satisfactorily and efficiently with an orientation to the position and normal supervision.

C. Bumping Regulations

1. An employee who has been promoted into a higher grade and is still in the trial period shall be deemed the least senior employee in that job title and has no bumping rights in that job title. However, that employee retains her/his seniority rights in her/his former job title.

2. Employees may not bump those in lower grades who have more seniority.

3. Any employee who bumps into a lower grade shall continue at her/his wage rate if that rate falls within the range of the lower grade.

Any employee who bumps into a position more than two grades lower from her/his previous position and whose wage rate is higher than the maximum of the lower grade shall be paid the top wage rate of the lower grade.

Any employee who bumps into a position no more than two grades lower from her/his previous position whose wage rate is higher than the maximum of the lower grade range shall maintain the salary held in the higher grade, but she/he shall not be eligible for future pay increases until the salary schedule catches up to her/his wage rate.

4. This Article requires a bumping employee to "possess the qualifications and ability to perform the work required within the job title to which she/he will bump satisfactorily and efficiently with an orientation to the position and normal supervision". Similar limitations are in place with respect to employees eligible for recall. Qualifications to be reviewed by Library management include the minimum qualifications and required competencies shown on the job description. The Union expresses its understanding that the Library will evaluate an individual based on the employee's projected ability to perform the essential job functions in making a determination with respect to qualifications and ability. Once an employee meets the above qualifications to bump into a position and the employee has chosen to proceed with the bump, the Library will provide the bumping employee with orientation, supervision and training, as set forth in Article XIII. C. 5.

5. A bumping employee shall be considered on a thirty (30) calendar day trial period. She/he must perform the essential job functions of the position satisfactorily and efficiently with an orientation to the position and normal supervision by the end of the thirty (30) days. Specifically,

a. The bumping employee shall be given her/his position description and a checklist outlining what shall be covered during the orientation period.

b. The immediate Manager/Supervisor shall devote a major portion of the first five (5) days of the trial period to explaining and demonstrating the job duties and responsibilities. The Manager/Supervisor shall also explain the standard operating procedures and policies of the department and agency. In addition, the bumping employee will be given two (2) hours a week away from her/his normal work area to review policies and practice procedures relevant to the position, and to consult with the Manager/Supervisor.

c. All available written standard operating procedures and policies of the department and agency shall be available to the bumping employee. The Library agrees to continue developing written procedures.

d. The immediate Manager/Supervisor shall meet with the bumping employee weekly during the thirty (30) day trial period to evaluate work performance. This evaluation should identify problem areas and recommend steps for improvement.

e. The Library agrees to provide more concentrated training for part-time bumping employees during the first five (5) days of the thirty (30) day trial period. This may include scheduling additional hours for part-time employees in the first week of the trial period.

6. During, or at the conclusion of the trial period, the employee will be placed on the recall list at the sole discretion of the Library, with no resort to the grievance procedure. The employee may make a direct appeal by meeting with the Director within five (5) calendar days of the conclusion of an unsuccessful trial period to reconsider her/his trial period and the decision to place the employee on the recall list. The employee may be accompanied by a Union Delegate or officer at this meeting. Within five (5) calendar days after the meeting the Director shall render a written response to the employee and the Union. The decision of the Director shall be final.

7. A part-time position will not automatically become full-time because a full-time employee bumps into it. Similarly, a full-time position does not become part-time if a part-time employee bumps into it.

8. In the event three or more employees within the same grade are laid off during the same time period, the choices of bumping options shall be presented to all laid off employees at the same time. Each affected employee shall, in order of seniority, select the position, if any, into which she/he shall bump, subject to the qualification requirement of this Article. The Library agrees that every consideration shall be given to preserving seniority rights in the group bumping process.

9. Employees who are on the recall list may work as substitutes without jeopardizing their rights to recall.

10. The definition of "super seniority for the purposes of layoff means that those employees eligible for super seniority are deemed to be the most senior employee in the employee's current salary grade and all lower salary grades, and so is eligible to bump in any position in her/his current or lower salary grade for which the employee is qualified as defined in this Article.

D. Bumping Order

Supervisor of Outreach Services
Reference Librarian/Supervisor of Pages
may bump

Cataloger
Children's Librarian
Reference Librarian
Young Adult Librarian
may bump

Outreach Associate
may bump

Children's Associate
Graphic Designer

Computer Associate
Reference Associate
Young Adult Associate
may bump

Technical Assistant II
may bump

Circulation Assistant II
Receptionist/Secretary
Technical Assistant I
may bump

Outreach Assistant
Circulation Assistant I
Circulation Shipping Assistant II
may bump

Periodicals Assistant
Audio-Visual Assistant
may bump

Materials Processor
Circulation Shipping Assistant I
may bump

Page

Supervisor of Maintenance Services
may bump

Maintenance Assistant II
may bump

Maintenance Assistant I

E. Layoff

1. The Library shall meet with the Union after it has determined which positions will be affected by layoff, job abolishment or involuntary reduction in hours but prior to notification to any employees affected by such action to discuss implementation of the layoff, job abolishment or involuntary reduction in hours in accordance with this Article. The Library will provide the Union with an updated seniority list as of the most recent payroll possible prior to the meeting. Thereafter, layoff notices will be issued to the affected employee(s) with copies to the District 1199 Executive Board Member at least fourteen (14) calendar days before the layoff implementation date. At the time of the fourteen (14) calendar day notice, the Library and the Union shall meet for the purpose of discussing probable bumping options.

2. While Article XIII. E. 1. requires at least fourteen (14) calendar days of notice to the affected employee before the layoff implementation date, the Library and the Union agree that it is appropriate to have a longer notice period. The Library and Union agree that employees who are subject to layoff from their current position will receive a letter (Appendix C.) which provides the employee with notice of the pending layoff and indicates that she/he has an option to bump. The employee will be required to give a notice of her/his intent to bump or take layoff and will have ten (10) calendar days to respond following the postmark on the layoff notice and the hand delivery of such notice, if possible. The letter will provide that the employee's failure to respond with an expression of her/his intent to bump means that she/he will take a layoff. In the event of multiple layoffs, the employee will also be notified of potentially available jobs and requested to express her/his preference among those available positions.

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

4. While on layoff, no employee will accumulate seniority or benefits.

F. Recall

1. Laid off employees will have recall rights for up to twelve (12) months from the last day of work. Recall will be by seniority, with the most senior employee on the recall list qualified for the position, as defined in Article XIII. B. 1 recalled first. A laid-off employee shall be offered recall to both full and part-time positions for which she/he qualifies. An employee may refuse an offer to return to a non-comparable position (i.e., in terms of hours, grade and benefits) and remain on the recall list. The Library shall provide the District 1199 Executive Board Member with a recall list and copies of all notices of recall. All seniority will be resumed when recalled. A laid off employee is responsible for keeping the Library administration informed of her/his current address, even if out of town for a short period of time. Notice of recall will be by certified mail, return receipt requested, and regular first class mail. Notice of acceptance of recall may be by telephone, but must be confirmed in writing.

2. Recall of employees will occur in order of seniority, i.e., the most senior will be recalled first, provided that the employee to be recalled possesses the necessary qualifications and ability to perform, satisfactorily and efficiently, the work available, with an orientation to the position and normal supervision. The names of laid off employees shall be placed on recall lists for a twelve (12) month period from the last day of work.

3. The vacant position first shall be offered, in seniority order, to the pre-layoff position incumbent who, as a result of layoff, had exercised her/his seniority to bump laterally within a salary grade or into a position in a lower salary grade. Failure to accept reinstatement to her/his former position or a comparable position within three (3) calendar days of the awarding of the position will result in the staff member's forfeiture of future reinstatement offers.

4. No new staff members shall be hired until all staff members on layoff who are qualified for the available positions and desire to return to work have been recalled.

5. If reinstated from layoff, the staff member shall retain all seniority accumulated prior to layoff.

6. Probationary employees shall have the right to recall as provided for in the collective bargaining agreement.

G. Recall Procedure

In the event of a recall, the Library will notify the top three (3) ranked persons eligible for recall to the position of a vacancy which will be filled by recall. Following ten (10) calendar days after written notice of the vacancy is postmarked, the position will be awarded to the most senior employee who indicated her/his acceptance of recall. To be eligible, the employee must report for work within three (3) calendar days of the awarding of the position or a longer period of up to fourteen (14) calendar days if notice to a then-current employer is required. Failure of an employee to respond affirmatively to notice of recall to a comparable position for which she/he qualifies within ten (10) calendar days following the postmark on the notice of the vacancy, shall result in the employee's forfeiture of future opportunities for recall.

H. Movement Following Recall

If, from recall, a position is accepted at a lower pay grade or fewer hours per week than the one held at the time of layoff, an employee will be offered successive position opportunities as same become available, subject to the seniority priority set forth above, provided the employee possesses the necessary qualifications and ability to perform the work required satisfactorily and efficiently with an orientation to the position and normal supervision, until a comparable service level, not to exceed the one held prior to layoff, is restored.

**Article XIV
RETIREMENT AND RESIGNATION**

A. Resignation

1. An employee shall submit her/his resignation to the Manager/Supervisor in writing at least four (4) weeks for professional and two (2) weeks for non-professional employees prior to leaving the Library. Failure to give proper and timely notice of resignation shall be a negative factor considered in reemployment.

2. Accumulated paid time off granted to employees at the time of separation from employment shall not be extended by inclusion of further time accrual that accrues within the final paid time off period. In short, no additional paid time off is earned during the terminal paid time off period.

B. Separation from Employment

1. At the time of retirement and acceptance for receipt of benefits under Ohio Public Employees Retirement System (OPERS), the retiring employee will be paid for one-quarter (1/4) of all unused sick leave at her/his current hourly rate, not to exceed one-quarter (1/4) of nine hundred sixty (960) hours.

2. Accumulated but unused paid time off, and compensatory time will be paid to the employee upon separation from employment. Upon the death of an employee,

accumulated but unused paid time off, and compensatory time will be paid to the employee's beneficiary or estate.

3. Upon termination of employment, unused compensatory time shall be paid at a rate which is the higher of:

- a. the employee's average regular rate for the last three (3) years of employment; or
- b. the employee's final regular rate of pay.

4. In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), former employees and family members are eligible to participate in the Library's group health insurance plans at their own expense. Employees interested in such coverage should contact the Fiscal Officer promptly following separation from employment.

This provision is subject to modification to assure compliance with applicable federal laws and regulations.

C. Abandonment of Position

When an employee is absent without leave, the Library will attempt to call the employee. If the employee does not return the phone call within 24 hours, the Library will send a certified letter with a copy to the District 1199 Executive Board Member. If the employee does not return to work or qualify for a leave of absence under Article XVI of this Agreement within seven (7) calendar days of the letter being sent, the employee is considered to have abandoned her/his position and is automatically terminated unless the failure to respond is beyond the reasonable control of the employee.

This abandonment procedure does not apply to and need not be followed for an abandonment for failure to return from a leave of absence under Article XVI of this Agreement.

Article XV
PAID LEAVES

A. Paid Time Off (PTO)

1. Effective January 1, 1995, the Library shall convert vacation days, two personal leave days and floating holidays (Presidents' Day, Columbus Day and Veteran's Day) into PTO. Additional PTO shall be added to the figures in Section 2 (a-c) below in those years in which the paid holidays of New Year's Day, Independence Day, Christmas Eve or Christmas Day would be treated as floating holidays. All previous references in the contract to vacation time, personal leave and floating holidays shall apply to PTO.

- a. PTO shall be earned in a calendar year, January 1 through December 31, and must be used by December 31 of each year

2. Employees earn PTO from the first day of employment at the following rate:

a. Full-time professional librarians earn PTO at the rate of twenty- nine (29) days (232 hours) per year, or 8.9231 hours per pay period.

b. All other full-time employees earn PTO at the following rates:
1 through 4 years - 17 days (136 hours) per year or 5.2310 hours per pay period.
5 through 9 years - 22 days (176 hours) per year or 6.7693 hours per pay period.

10 through 15 years - 29 days (232 hours) per year or 8.9231 hours per pay period.

c. Longevity PTO shall be granted to full-time employees who have been with the Library for fifteen (15) years or more at the following rates:

After 15 years 30 days (240 hours) per year or 9.2308 hours per pay period.

After 20 years 32 days (256 hours) per year or 9.8462 hours per pay period.

After 25 years 34 days (272 hours) per year or 10.4616 hours per pay period.

d. The date to qualify an employee for additional PTO, as indicated in Section 2 (b) above, in any year shall be the employee's anniversary date of hire. The additional PTO shall be prorated for the calendar year in which it is received and added to the figures in Section 2 (b) above. Longevity PTO shall be awarded at the beginning of the calendar year.

e. Part-time employees hired before October 1, 2009 and whose regular hours of work are twenty (20) or twenty-four (24) hours or more per week as described in Article II, Section B earn PTO on a pro-rata basis.

f. For part-time employees moved to full-time status, all compensated hours will be converted to full-time equivalency to calculate longevity PTO.

g. Part-time employees hired before October 1, 2009 as described in Article II, Section B whose regular hours of work are from fifteen (15) hours per week to under twenty (20) hours per week shall earn PTO at the following rate:

After one (1) calendar year of employment with the Library, one (1) PTO day
(8 hours) per year or 0.3077 hours per pay period.

After two (2) calendar years of employment with the Library, two (2) PTO days
(16 hours) per year or 0.6154 hours per pay period.

After three (3) calendar years of employment with the Library, three (3) PTO days
(24 hours) per year or 0.9231 hours per pay period.

After four (4) calendar years of employment with the Library, four (4) PTO days
(32 hours) per year or 1.2308 hours per pay period.

After five (5) calendar years of employment with the Library, five (5) PTO days (40 hours) per year or 1.5385 hours per pay period.

ii) Determination of the calendar years for the above employees shall be retroactive to the employee's date of hire.

3. An employee shall be advanced her/his PTO on January 1 each year, to be charged against the PTO the employee earns during the year.

a. No more than four (4) days of PTO may be taken during the first six (6) months of employment.

b. PTO may be used by full-time employees in four (4) hour increments. Part-time employees may use PTO in increments to cover their regularly scheduled shifts, or in four (4) hour increments on a day they are scheduled for eight (8) hours.

c. Up to two (2) days of PTO may be used as unscheduled leave for emergencies.

d. Up to two (2) days of PTO may be converted to up to sixteen (16) hours of compensatory time. All compensatory time must be scheduled with the approval of the employee's Manager/ Supervisor. Such compensatory time may be used in one-quarter (1/4) hour increments.

e. An employee terminating employment shall have her/his PTO prorated for the number of pay periods compensated within the calendar year. Upon termination, she/he shall receive cash payment for all unused accumulated PTO. An employee using more than earned PTO before separation from employment shall have excess time used deducted from her/his final pay.

4. A new employee within the first calendar year of her/his employment may elect to carry over up to five (5) days of unused PTO and be compensated for all the other unused PTO. Unused PTO will be compensated the first pay of the new calendar year.

5. PTO is scheduled at the convenience of the Library.

a. On January 2 and July 1 of each year, the Library shall post a schedule for the purpose of PTO bidding by employees for the six (6) month period beginning March 1 and September 1, respectively. This schedule shall remain posted for ten (10) calendar days during which time the employee may submit her/his bids for PTO. Library management shall post current rotation lists for purposes of PTO bids at the beginning of each PTO bid period.

b. PTO shall be bid within each department. In case of conflicting bids of two (2) or more persons assigned to the same department, PTO bids shall be granted on the basis of seniority, beginning with the most senior employee and rotating down the list. When a senior employee receives her/his choice in the case of a conflicting bid, the senior employee then rotates to the bottom of the list and this rotation continues with each conflicting bid. The rotation list is

continuous, i.e. it is not regenerated by a new bidding period. New employees or employees transferring to a new department are placed at the bottom of the list. Each conflict resolved during a bidding period is considered a distinct event. Further, preference will be given to bids requesting PTO periods of one (1) full week or more at a time, regardless of seniority or status on the rotation list. Finally, if an employee fails to submit a bid during the posting period, that employee will lose seniority rights with respect to her/his bid compared to those bids which have been submitted under the bid system. Managers/ Supervisors will inform employees of approved PTO time within eighteen (18) calendar days of the close of bidding. It is understood that each time an employee receives a preferential bid he/she is placed on the bottom of the rotation list.

c. A Manager/Supervisor may limit the number of staff from a department who can take PTO at the same time during popular PTO request seasons.

d. PTO requests which require a non-refundable financial commitment to be made by the employee prior to the bidding period shall be exempt from the bidding procedure set forth above upon approval of the employee's Manager/Supervisor. The employee shall obtain the Manager's/Supervisor's approval prior to making the financial commitment.

e. If an employee wishes to change her/his PTO from that granted under the bid system, changes in the PTO schedule may be made at the discretion of the employee's Manager/Supervisor consistent with the operational needs of the Library. All PTO requests outside of the bidding period will be approved or denied in writing no later than ten (10) calendar days after the request is made.

f. Employees may combine PTO with holidays with the prior approval of the employee's Manager/Supervisor.

g. An employee who fails to exhaust her/his annual PTO allowance by December 31 may carry no more than five (5) days of PTO into the succeeding calendar year. Other unused PTO will be eliminated.

h. In special circumstances, the Director may allow an employee to carry over more than five (5) days allowed in Section 5 (g) above.

B. Holidays

1. All full-time employees, and on a pro-rata basis for part time employees whose regular hours of work are twenty (20) or twenty four (24) hours or more per week as described in Article II, Section B, receive the following paid holidays per calendar year if they work or are in compensation status when the holiday occurs (this does not include PTO, sick leave or compensatory time awarded to the employee upon separation from employment):

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day. When any of these holidays on which the Library normally is closed, e.g., Christmas, falls on a Sunday, the Library shall close on a Sunday and the following Monday, with Monday treated as the paid holiday. If

any of these enumerated holidays falls on a Saturday and the Library is closed, all eligible staff will receive a PTO day.

2. The Library will close at 5:00 p.m. on the day before Thanksgiving and New Year's Eve.
3. Part-time employees may make up unpaid hours due to holiday closings during the pay period in which the holiday falls.

C. Sick Leave

1. A full-time member of the bargaining unit accumulates sick leave at the rate of 4.6154 hours per pay period up to one hundred twenty (120) hours for a full year's employment with a total accumulation not to exceed nine hundred sixty (960) hours plus the current year's sick leave. Part-time employees whose regular hours of work are twenty (20) or twenty-four (24) hours or more per week as described in Article II, Section B shall receive a pro-rata share.

2. Part-time employees whose regular hours of work are from fifteen (15) to twenty (20) hours per week as described in Article II, Section B shall accumulate sick leave at the rate of 2.3077 hours per pay period, up to sixty (60) hours for a full year's employment.

3. Part-time employees whose regular hours of work are from ten (10) to fifteen (15) hours per week as described in Article II, Section B shall accumulate sick leave at the rate of 1.3846 hours per pay period, up to thirty-six (36) hours for a full year's employment.

4. Sick leave may be granted only for personal illness, injury, medical confinement or disability, medical appointments, regular routine check-ups which cannot be scheduled outside of work hours, and the illness of or medical attention for a member of the immediate family for which the employee's presence is medically required. Immediate family member is defined as parent, sibling, spouse, child, parent-in-law, or any other person residing in the employee's home. Employees are expected, whenever possible, to schedule medical/dental appointments for the employee or immediate family member during non-working days or hours. If this is not possible, employees are expected to schedule appointments so that the disruption to the work unit is minimized. Normally, this means scheduling appointments very early or very late in the shift. As a general rule, use of an entire day of sick leave is not appropriate for an appointment.

Use of sick leave for medical/dental appointments should be limited to the time needed to travel to the appointment, be seen or treated, and travel back to work. Sick leave may not be used to attend to personal errands either on their own (including but not restricted to: going to pick up medicine at the drug store or eyeglasses at the optometrist) or in conjunction with a medical/dental appointment. Some exceptions may apply, which will be determined by way of discussion between the supervisor and the employee. Also, staff may be allowed to use comp time or PTO for pertinent personal errands in conjunction with a medical appointment; such time will be arranged for, in advance, with the supervisor. In cases of suspicious use of sick leave, for example, being seen shopping during work hours while the employee is using sick leave for a medical

appointment, the Library may impose discipline as well as ask for a signed physician's excuse justifying the use of sick leave after the fact.

Staff may be allowed to use comp time or PTO to accompany an immediate family member to a medical/dental appointment when they are not medically required to be there but this must be approved by the supervisor in advance. With respect to the use of sick leave to accompany an immediate family member, the phrase "medically required" means that the employee must be present at the appointment with the family member because the treatment or ailment will not allow them to go to the appointment on their own.

5. Employees shall not use sick leave to visit a newborn grandchild. It is expressly understood and agreed, however, that employees may use up to five (5) days of sick leave to visit a daughter who is recovering from childbirth, provided that there is an illness involved that necessitates such visit. Use of additional days of sick leave will be granted only upon submission of a doctor's statement verifying the illness of the daughter and further verifying the necessity of the presence of the parent to assist in overcoming the illness.

6. Sick leave with pay shall be granted, provided the employee has followed the sick call-in procedure before the start of the scheduled shift, or, if no one is available before the scheduled shift, within fifteen (15) minutes of the start of the scheduled shift, except in cases of emergency. The call-in procedure is as follows:

a. The employee should first call the Manager/Supervisor. If the Manager or Supervisor is not available, the employee should speak to a live co-worker, and not rely upon leaving a recorded message.

b. If the Manager/Supervisor speaks in person to the sick employee, she/he should update the schedule as needed. If an individual other than the Manager-Supervisor speaks with the sick employee, she/he should inform the senior-in-charge, who will update the schedule as needed.

7. Employees with previous public service in the State of Ohio shall be credited with sick-time earned in other positions which has not been used, not to exceed the maximum accumulation available under this Article.

8. Full-time employees do not lose their accumulated sick leave upon a change to part-time status.

9. The purpose of sick leave is to provide for pay continuation when the employee is absent due to personal illness or injury or illness or injury in the immediate family. Sick leave is not to be treated as a substitute for PTO. The Union and Management encourage employees to use sick leave appropriately with the goal of having sufficient accumulation to provide wage protection in the event of a serious illness or injury. The Library will counsel an employee whose use of sick leave presents scheduling problems or a pattern of regular or frequent use of sick leave shortly following its accrual. In cases of excessive or suspicious use of sick leave, the Library will require a signed physician's excuse justifying the use of sick leave, regardless of the length of sick leave or whether it is for personal illness or illness in the immediate family. Falsification or abuse of the sick

leave privilege (which may include consistently maintaining a low balance of sick leave hours) will result in the discipline of the employee.

10. If an employee comes back from sick leave and is not able to do the job, the individual will be advised that she/he has the option of an unpaid disability leave or continued use of sick leave. The employee's failure to elect one of these options in a timely fashion does not preclude the Library from placing the employee on an un-requested unpaid disability leave.

11. The Library may require a physician's statement justifying the use of sick leave on the day before or after a holiday or PTO leave.

12. Library management and Local 1199 representatives shall meet as determined by the 1199 Executive Board member and the Library Director to review sick leave usage data.

D. Bereavement Leave

1. All full-time employees are entitled to a maximum of five (5) days of bereavement leave for the death of a spouse, child, stepchild, parent, step-parent or person who has acted *in loco-parentis* for the employee, three (3) days of bereavement leave for the death of grandparent, grandchild, sibling, father-in-law, mother-in-law, or another person living in the employee's home, and one (1) day for any other relative or in-law. Notification must be given to the Manager/Supervisor at the time the leave is taken. The allowance for part-time employees shall be pro-rated for those employees whose regular hours of work are twenty (20) hours or more per week.

2. PTO allowance may be used for the funeral of a friend, for settling family business matters, etc.

E. Jury Duty and Court Appearances Leave

1. Any employee subpoenaed as a non-party witness or called for jury duty shall be excused from her/his regular duties each day she/he is required to appear in court and shall be paid her/his regular salary for these days. This provision shall apply if an employee is called to report for interviews or examinations for possible jury duty during her/his working hours. This provision shall not apply to actions brought by the Union or the employee against the Library.

2. In order to be eligible for payment in accordance with the provisions of the above section, it is necessary that the employee submit to the Fiscal Officer proof confirming the day spent on jury duty, as a subpoenaed witness, or on interviews for jury duty.

F. Abuse

1. Abuse of any of the leave provisions shall subject the employee to disciplinary action.

2. Absence from work without an approved paid or unpaid leave of absence constitutes absenteeism, which may subject an employee to discipline.

Article XVI
LEAVES OF ABSENCE

A. Family and Medical Leave of Absence (FMLA)

1. Definitions

a. **Parent:** a biological, adoptive, step or foster father or mother, or any other individual who assumed the role of a parent (i.e., in loco parentis) to the employee. This term does not include parents "in law."

b. **Son or Daughter:** a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person who has assumed the role of a parent (i.e., in loco parentis), who is either under age 18 or age 18 or older and incapable of self-care because of mental or physical disability. For purposes of "Military Caregiver Leave" and the "Qualifying Military Situation Leave," the term "son or daughter" is defined the same as for other types of FMLA leave, except a "son or daughter" can be of any age.

c. **Spouse:** a husband or wife, recognized under state law for the purpose of marriage.

d. **Covered servicemember:** a current or former member of the Armed Forces (including the National Guard or Reserves) who has suffered a serious injury or illness that was incurred in the line of active duty or that previously existed and was aggravated by service in the line of active duty and that renders the servicemember medically unfit to perform his or her duties for which the servicemember is currently undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. To be considered a covered servicemember, a "veteran" must have been a member of the Armed Forces (including the National Guard or Reserves) within five years of undergoing such medical treatment, recuperation, or therapy.

e. **Serious health condition:** an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or "continuing treatment by a health care provider" for a condition that renders the employee or the employee's spouse, son or daughter, or parent "incapacitated."

f. **Continuing treatment by a health care provider:** includes any one or more of the following, in general:

a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider within thirty (30) days of the first day of incapacity or one (1) visit to a health care provider within seven (7) days of the first day of incapacity and a regimen of continuing treatment;

incapacity due to pregnancy or prenatal care;

incapacity due to a chronic serious health condition;

incapacity due to permanent and long-term conditions; or

a period of absence to receive multiple treatments by a health care provider.

g. Incapacity or Incapacitated: inability to work, attend school or perform other regular daily activities due to a serious health condition, treatment therefore, or recovery therefrom.

h. Designated 12-month period: For purposes of determining an eligible employee's entitlement to "medical leave" or "qualifying military situation leave" under this policy, the designated 12-month period is a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

i. Single 12-month period: For purposes of determining an eligible employee's entitlement to "military caregiver leave" under this policy, the single 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.

2. Eligibility Requirements

Employees are eligible for FMLA leave if all of the following conditions have been met:

They have worked for the Library for at least twelve (12) months before the commencement of the leave (the 12 months need not be consecutive);

They have worked at least 1,250 hours in the 12 months immediately preceding the commencement of the leave (time spent on paid or unpaid leave does not count towards the 1,250 hours); and

The Library employs at least 50 employees within 75 miles of the worksite.

3. Medical Leave

An eligible employee may take up to twelve (12) work weeks of unpaid leave during the "designated 12-month period" for one or more of the following reasons:

The birth and care of the employee's newborn child;

The placement of a child with an employee by way of adoption or foster care;

To care for the employee's spouse, son or daughter, or parent with a serious health condition; or

An employee is unable to perform the functions of his/her position because of the employee's own serious health condition.

FMLA leaves taken for childbirth, adoption or foster care must be taken on a continuous basis for up to 12 work weeks and may not be taken intermittently or on a reduced schedule basis without the Library's express approval. Entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement, and any leave taken for these reasons must be concluded within this one-year period of time.

4. **Qualifying Military Situation Leave**

Eligible employees are entitled to take up to twelve (12) work weeks of unpaid leave during the "designated 12-month period" to address certain "qualifying military situations" that arise when the employee's spouse, son or daughter, or parent is on active duty or call to active duty status in the Regular Armed Forces (including the National Guard or Reserves) and has been deployed outside the United States.

Qualifying military situations include, but are not limited to the following:

To address issues that may arise from short-notice deployment; To attend official military-sponsored events;

To attend meetings with school officials concerning the military member's child, to arrange for alternative childcare or schooling, or to provide childcare on an urgent and immediate need basis (but not on a routine or regular basis);

To arrange for alternative care for the military member's parent when the parent is incapable of self-care, to provide care on an urgent and immediate basis (but not on a routine or regular basis) for the military member's parent when the parent is incapable of self-care, or to attend meetings with staff at a care facility concerning the military member's parent when the parent is incapable of self-care;

To make financial or legal arrangements to address the military member's absence while on active duty;

To attend non-medical counseling;

To spend time (maximum of 15 days per instance) with a military member who is on short-term, temporary rest and recuperation; and

To attend official military-sponsored post-deployment activities.

5. **Military Caregiver Leave**

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember" is entitled to take up to twenty-six (26) workweeks of unpaid leave during "a single 12-month period" to care for the servicemember.

6. Spouses Employed by the Library

In cases in which the Library employs both the husband and wife, a combined total of twelve (12) workweeks may be jointly taken by spouses if leave is taken for the birth or placement of a child, to care for the child after birth or placement, or to care for a parent with a serious health condition. Spouses employed by the Library are jointly entitled to a combined total of twenty-six (26) workweeks of "military caregiver leave" to care for a covered service member.

7. Paid/Unpaid Status of Leave

a. Accrued PTO and sick leave shall run concurrently with unpaid FMLA leave; that is, any leave taken for a qualifying reason under the FMLA and pursuant to the Library's PTO and sick leave policies shall be subtracted both from the employee's total FMLA entitlement and from the appropriate form of accrued PTO and sick leave, except that an employee may reserve up to eighty (80) hours of sick leave.

b. This Article does not limit the paid or unpaid leave to which an employee is otherwise entitled. However, if an employee takes paid or unpaid leave for any circumstances set forth above, the leave will be treated as and counted against leave under this Article and the employee must comply with the requirements of this Article, in addition to all other applicable leave policies. Likewise, when an employee is granted an unpaid leave under FMLA, that leave will also be counted as an unpaid leave under the unpaid leave section of this Agreement.

c. When an employee has been on sick leave for three (3) or more consecutive working days, if the employee is notified by Euclid Public Library that said sick leave days qualify as FMLA leave and if the employee does not believe she/he meets the criteria of a serious health condition, the employee must notify the Director/designee within fifteen (15) calendar days of receiving the notice and shall explain why her/his sick leave use does not meet the criteria of a serious health condition. Unless the employee again hears from the Director/designee on this specific situation, the Director/designee will correct the personnel file to reflect that sick leave use shall not also be considered to be FMLA leave. If the employee does not notify the Director/designee within fifteen (15) calendar days, the correction will not be made.

8. Employee Responsibilities

a. The employee shall provide the Director with no less than thirty (30) calendar days' advance written notice of the need to take FMLA leave when the need for leave is foreseeable. If the employee's need for leave is not foreseeable or 30 days' advance written notice is not possible, the employee must provide the Library with written notice as soon as practicable and generally must comply with the Library's usual and customary notice and procedural requirements. Failure to do so, may result in denial or delay of FMLA-protected leave, and may lead to discipline under the Library's policies.

b. The employee must provide sufficient information for the Director to determine whether the requested leave qualifies for FMLA protection and the

anticipated timing and duration of the requested leave. Sufficient information may include that the employee is unable to perform the job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need to care for a covered servicemember or the existence of a qualifying military situation. The employee must also inform the Director if the requested leave is for a reason for which FMLA leave was previously taken or certified.

c. The employee will be required to provide the Director with written certification supporting her/his request for FMLA leave within fifteen (15) calendar days of being notified by the Library of her/his eligibility to take FMLA leave. The type of written certification (and recertification) required is based on the type of FMLA leave requested. If medical leave is requested for the employee's own serious health condition, the employee shall be required to submit to the Director the certification set forth at Appendix K 1. If medical leave is requested for a family member's serious health condition, the employee shall be required to submit to the Director the certification set forth at Appendix K 2. If qualifying military situation leave is requested, the employee shall be required to submit to the Director the certification set forth at Appendix K 3. If military caregiver leave is requested, the employee shall be required to submit to the Director the applicable certification set forth at Appendix K 4.

9. Library Responsibilities

a. The Library shall inform employees requesting leave whether they are eligible for leave under the FMLA. Eligible employees will receive notice of whether any additional information will be required, as well as notice of their rights and responsibilities under the FMLA. Ineligible employees will receive notice of at least one reason for their ineligibility.

b. The Library shall also inform employees whether their request for leave will be designated as FMLA-protected and the amount of leave that will be counted against the employee's total FMLA leave entitlement. The employee will also be notified if the Library determines that the requested leave is not FMLA-protected.

10. Intermittent Leave and Reduced-work Schedule

a. When medically necessary, an employee may take intermittent leave or a reduced-work schedule to care for a spouse, son or daughter, or parent who has a serious health condition, or if the employee has a serious health condition. The employee shall make reasonable efforts to schedule treatments so as not to unduly disrupt the regular operations of the Library. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced-work schedule is FMLA leave that reduces an employee's usual number of working hours per workweek, or hours per workday.

b. Leave due to qualifying military situations also may be taken on an intermittent basis.

c. If an employee requests intermittent leave or a reduced-work schedule, and the need for leave is foreseeable, the Library may, in its discretion, temporarily transfer the employee to an available alternate position with equivalent pay and benefits if: (i) the employee is qualified for the position, and (ii) the position better accommodates recurring periods of leave.

11. Additional Medical Opinions

The Library retains the right, if it has reason to doubt the validity of a medical certification, at its own expense, to require the employee to obtain the opinion of a second health care provider designated or approved by the Library. If the second opinion is in conflict with the first, the Library may request, at the Library's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion.

12. Benefits

The Library shall maintain coverage under the group health plan for the duration of the FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken FMLA leave (not to exceed the amount of leave time permitted under the FMLA). Payment of the employee's contribution toward the premium must be made by the first day of each month. Upon fifteen (15) days' advance notice, coverage under the group health plan may be terminated if the employee's premium payment is more than thirty (30) days late. The employee shall not accrue seniority, sick, paid time off, or any other employment benefits during any unpaid leave period.

13. Return to Work

a. When an employee is medically able to return to work after a serious health condition, she/he shall provide the Library with a statement from her/his health care provider (Appendix F) that the employee is able to resume the job functions for her/his position.

b. Upon an employee's return from FMLA leave, the Library shall restore the employee to her/his former position or to a comparable position with equal pay, grade, benefits, and other employment terms in accordance with the FMLA and this Agreement. The Library need not restore an employee to her/his position or a comparable position if the employee is among the Library's highest ten (10) percent compensated employees and restoration would cause substantial and grievous economic injury to the Library. In such cases the Library will inform the employee of its intent not to restore when the Library determines restoration will cause grievous injury to the Library.

c. Should an employee not return to work at the end of her/his FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition or situation that gave rise to the leave, or for circumstances beyond the employee's control, the employee shall reimburse the Library for the health insurance premiums paid by the Library during the leave period. An employee shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition or situation

that gave rise to the leave. Certification and recertification shall be required as set forth in Section A(8)(c) of this Article.

14. Bargaining Unit Employees

This Article does not invalidate any provision in the collective bargaining agreement between the Euclid Public Library and District 1199. Any violation either of the federal Family and Medical Leave Act or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of the collective bargaining agreement.

15. Ambiguities

Any ambiguities in this Article shall be construed to provide the basic coverage required by the Family and Medical Leave Act. All terms which are not defined in this Article shall have the same meaning as those terms are defined in the Family and Medical Leave Act.

16. Prohibited Acts

The FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under the FMLA; or

Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit if they believe the Library has engaged in the above prohibited acts.

Additional information is available from the Wage & Hour Division of the U.S. Department of Labor: www.wagehour.dol.gov or by calling 1-866-487-9243.

B. Unpaid Leave of Absence (LOA)

1. Definition

A leave of absence is any authorized absence without pay of one (1) day's work or more and is not considered a break in tenure but seniority shall not accrue. Parental and disability LOA requests shall be approved for non-probationary employees. In all other cases, LOAs may, but need not be, granted to all non-probationary employees. Except in the case of required military service, the maximum leave that may be granted is one (1) year.

2. Reasons for LOAs

a. A leave of absence may be granted for the following reasons: educational opportunity; union business; travel; emergency; or any other reason approved by the Director.

b. A leave of absence shall be granted for the following reasons: waiting period for evaluation of disability; parental responsibilities; disability/medical, including extended sick leave for personal illness and illness in the family where circumstances necessitate time away from assigned schedule; and military duty. Parental and disability/medical LOA requests shall be granted to any non-probationary employee for up to a period of ninety (90) days and may be granted for up to one (1) year.

c. Pages and part-time employees who work less than twenty (20) or twenty-four (24) hours a week as described in Article II, Section B may be granted an unpaid leave of absence upon a written request approved by the employee's Manager/Supervisor.

3. Return from LOA

a. An employee returning from an LOA of thirty (30) calendar days or less will be reinstated in her/his former job position unless said position has been eliminated. If the former position has been eliminated, the employee will be treated as if on layoff and accorded those rights as set forth in Article XIII. An employee returning from a parental or disability leave of ninety (90) calendar days or less will be reinstated in her/his former job position unless said position has been eliminated. If the former position has been eliminated, the employee will be treated as if on layoff and accorded those rights as set forth in Article XIII.

b. An employee returning from a parental or disability LOA of more than ninety (90) calendar days and an employee returning from other types of LOAs of more than thirty (30) calendar days shall be returned to her/his former position unless said position has been filled on a permanent basis through Article IX procedures or eliminated. If the former position is not available, the returning employee shall be placed upon a priority vacancy list. When the first authorized vacancy in a position for which the employee possesses the necessary qualifications and ability to perform the available work satisfactorily and efficiently with an orientation to the position and normal supervision becomes available the employee shall be notified in writing prior to the job posting and shall be given the right of first acceptance for such vacancy. Notification of such a vacancy shall be sent by certified mail and shall be given only once and shall be limited to a bargaining unit position offering the same number of scheduled hours as the position held prior to the LOA. Failure to accept such a vacancy within seven (7) calendar days of notification shall remove the employee from the priority vacancy list. While on the priority vacancy list, the employee may apply for bargaining unit positions for which he or she is qualified. An employee who returns following an LOA shall retain all previously accrued seniority.

c. An employee returning from parental or disability leave may also consider the following options:

i. Job sharing: Two (2) employees may share one (1) full-time position as described in Article VIII. G.

ii. An employee may return to work at less hours than her/his regular hours of work within the first ninety (90) calendar days or less of a parental or disability leave, subject to Section 3. a. above. Approval for such a schedule beyond the first ninety (90) calendar days of a parental or disability leave shall be at the discretion of the Manager/Supervisor and the Director, subject to Section 3. b. above. Benefits shall be prorated based on the number of hours compensated.

iii. An employee may return to work at less hours than her/his regular hours of work and use sick leave to cover the remaining hours in her/his regular hours of work within the first ninety (90) calendar days or less of a parental or disability leave, subject to Section 3. a. above. Approval for such a schedule beyond the first ninety (90) calendar days of a parental or disability leave shall be at the discretion of the Manager/Supervisor and the Director, subject to Section 3. b. above. Benefits shall be prorated based on the number of hours compensated.

4. Miscellaneous

a. An employee requesting an LOA should submit a written request to her/his Manager/Supervisor on the form provided by the Library. (see Appendix H) Advance approval by the Manager/Supervisor and the Director is required except in the event of an emergency.

b. During the approved LOA period, the employee will not accumulate paid time off, sick leave, or holiday time.

c. In all LOAs the employee is expected to return to regularly assigned duties on the first scheduled day following the expiration date of the approved leave. Failure to return on that date will be accepted as the date of resignation, unless the employee requests and is approved in advance for an extension of the leave or unless an emergency prevents the employee's timely return. If the LOA was for extended illness, a doctor's written authorization to return to work will be required:

d. In LOAs of more than thirty (30) calendar days, or in parental or disability/medical LOAs of ninety (90) calendar days or less, the employee must give return notification at least one (1) calendar week prior to the actual return date.

e. Accrued paid time off must be used prior to the commencement of a leave of absence that exceeds thirty (30) calendar days, except for disability/medical or parental leaves of absence. In the case of a disability/medical leave of absence, all accrued sick leave time, save for eighty (80) hours must be exhausted prior to the effective date of the LOA.

f. The Library will continue to pay its share of all group insurance benefits consistent with this Agreement during an unpaid leave of absence, such that

group coverage is continued through the end of the benefit month in which the employee last had sufficient compensated days to be entitled to paid insurance benefits. Beginning with the first day of the succeeding benefit month, the employee is responsible for securing alternate insurance benefits. One option is for continued employee participation, at employee expense, in the library's benefit program.

g. Non-FMLA leave of absence requests for reasons of personal illness or illness in the immediate family must be accompanied by a statement from the attending physician. The employee must agree to release access to disability/medical information, if requested, or the leave will not be granted (see Appendix I). A physician's statement is not to be used in place of and does not constitute a request for leave.

h. A LOA for required military service in any of the armed forces shall be granted upon request to any non-probationary employee. If the employee gives written notice of her/his desire to return to the former position within ninety (90) days after an honorable discharge, the Library shall restore her/him to a position of like seniority, status and pay as held prior to the military LOA. A military LOA and seniority accrual shall be granted in accordance with and governed by the Vietnam Era Veterans Readjustment Assistance Act, the Military Selective Service Act, and Veterans Re-Employment Laws.

i. Within two (2) weeks prior to the commencement of a LOA, the LOA may not be cancelled by the employee without specific authorization from the Director.

j. A leave of absence may be cancelled by the Director upon evidence that the cause of original authorization was fraudulent or has ceased to exist.

k. A leave of absence without pay shall not affect accrued seniority, but additional seniority shall not be acquired during the LOA period.

l. An employee may request an extension for an unpaid LOA by submitting a written request to the Director at least seven (7) days prior to the expiration of the original LOA.

Article XVII **WAGES**

A. Annual Increase

1. Effective January 1, 2016 the salary schedule shall be increased by 2.25% as shown on page 51. Effective January 1, 2017 the salary schedule shall be increased by 2.25%. Effective January 1, 2018 the salary schedule shall be increased by 2.0%. The minimum rate for years 2015, 2016 and 2017 shall remain fixed.

B. Promotion and Reclassification

Employees who permanently move to a position in a higher salary grade by virtue of promotion or reclassification shall receive a wage increase of 3% or the minimum hourly rate of

the new salary grade, whichever is higher, effective on the date of promotion or effective on the date of Board approval of a reclassification.

If an employee is reclassified into a lower salary grade due to an insufficient number of points to remain in the higher grade, the impacted employee's salary is to be determined by using the process set forth in Article XIII (C)(3) of this Agreement.

C. Wage Rate Placement When Hired

The Library may place a new employee above the minimum hourly rate of a grade based on the new employee's past work experience.

D. Verification

The District 1199 Executive Board Member shall check and verify all wage increases prior to notification to the bargaining unit employees.

WAGE SCHEDULE

INCREASE	<u>2016</u> 2.25%		<u>2017</u> 2.25%		<u>2018</u> 2.0%	
	MIN	MAX	MIN	MAX	MIN	MAX
GRADES						
Pages	8.52	13.12	8.52	13.41	8.69	13.68
1	10.25	15.77	10.25	16.12	10.46	16.44
2	10.76	16.55	10.76	16.93	10.98	17.27
3	11.24	17.29	11.24	17.68	11.46	18.03
4	11.68	17.98	11.68	18.38	11.91	18.75
5	12.16	18.71	12.16	19.13	12.40	19.52
6	13.07	20.10	13.07	20.55	13.33	20.97
7	14.08	21.64	14.08	22.12	14.36	22.57
8	15.41	23.72	15.41	24.26	15.72	24.74
9	16.99	26.16	16.99	26.74	17.33	27.28
10	21.27	32.73	21.27	33.47	21.70	34.14
11	22.40	34.48	22.40	35.26	22.85	36.96
12	26.19	38.77	26.19	39.65	26.71	40.44

Article XVIII
INSURANCE BENEFITS

A. Medical/Dental Insurance

1. The Library will make health benefits available to an eligible bargaining unit employee if the employee is compensated for at least one day in any benefit month. The above does not include paid time off, sick leave or compensatory time awarded to the employee upon separation from employment. The Library will continue to pay its share of health benefits for the periods of absence granted pursuant to the Family and Medical leave Act, not to exceed a total of twelve (12) weeks in any twelve (12) month period.

2. The Library shall provide health benefit coverage offered through Anthem Blue Cross Blue Shield. The plan shall include such specifications as set forth in the description provided by the carrier, including a deductible for all prescriptions drugs. The Library's health plan also shall include dental benefits through Guardian, with coverage comparable to that in effect as of December 1, 2009. Dental benefits are offered separately from the health benefits.

3. The library shall pay 90% and employees shall pay, through payroll deduction, 10% of the cost of single coverage for the benefits described above for full-time employees and a pro-rated amount for part-time employees whose regular hours of work are twenty (20) or twenty-four (24) hours or more per week, as described in Article II **Section B**. For full-time employees who elect family coverage (pro-rated for eligible part-time employees), the Library shall pay 80% and employees shall pay, through payroll deduction, 20% of the cost for such family coverage.

4. An employee otherwise eligible for single or family coverage may elect to have no medical insurance coverage (hospitalization and major medical) for an entire calendar year and so shall receive an annual payment of \$250 (pro-rated for eligible part-time employees) during the month of December of that year. The election must be made in writing to the Fiscal Officer no later than December 15 of the preceding year. For example, if the election is made by December 15, 2006, the payment will be made during December 2007. However, an employee who elects no medical insurance coverage subsequently may elect to participate in the insurance plan during that year, subject to the rules of the carrier, if she or he has had a change in marital status through death, divorce, dissolution of marriage, or if her or his spouse becomes unemployed or so loses insurance coverages. Upon election to participate in coverage, the employee waives eligibility for the annual payment described above.

B. Vision Insurance

The Library shall provide a vision health care plan, Union Eye Care (see Appendix J), for full-time employees and part-time employees whose regular hours of work are twenty (20) or twenty four (24) hours or more per week, as described in Article II **Section B**, with the full premium to be paid by the Library. The Plan will provide for annual exams and annual spectacles or contact lenses. The Library shall also pay the premiums for the vision health care plan for the family member(s) of all full-time bargaining unit employees. A part-time bargaining unit employee who is eligible for vision coverage under this provision may choose family vision coverage but must pay for the difference in the premium between single coverage and family coverage.

C. Healthcare Flexible Spending Account

1. Employees will be offered the opportunity to receive information about this option. It is understood that each individual's unique circumstances may make this Healthcare Flexible Spending Account more or less attractive as an option. It is also understood that the Library will not offer a Healthcare Flexible Spending Account during any Plan Year when fewer than thirteen (13) employees enroll.

2. **Third-Party Administrators.** The parties agree that the Library shall have the sole authority to select and contract with a Third-Party Administrator to manage and administrate the Healthcare Flexible Spending Account ("FSA").

3. **Employee Paid Charges.** The parties agree that those employees who enroll in the FSA will be charged for any administrative fees through payroll deduction.

4. **Enrollment.** To enroll, an eligible employee shall also be required to execute a salary redirection agreement during the election period for the Plan Year during which he/she wishes to participate in this FSA. Any such salary redirection agreement shall be effective for the first pay period beginning on or after the employee's effective date of participation.

5. **Termination of Participation.** A participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. Termination of employment;
- b. Death; or
- c. The termination of the FSA.

6. **Termination of Employment.** If a participant terminates employment with the Library for any reason other than death, participation in the FSA shall be governed in accordance with the following: The participant's participation in the FSA shall continue for the remainder of the Plan Year in which such termination occurs. The participant may continue to seek reimbursement from the FSA and shall be required to make contributions to the fund based on the elections made prior to the beginning of the Plan Year. However, such contributions after termination of employment shall be payroll deducted in a lump sum from the participant's final pay. If termination from the Plan is due to death, the employer will fund the participant's account based on the elections made prior to the beginning of the Plan Year.

7. **Death.** If a participant dies, participation in the FSA shall cease. However, such participant's beneficiaries, or the representative of his or her estate, may submit claims for expenses or benefits for the remainder of the Plan Year or until the FSA dollars allocated to the healthcare benefit are exhausted. A participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the administrator may designate the participant's spouse, one of his or her dependents or a representative of the estate.

8. **Salary Reduction.** Benefits under the FSA shall be financed by salary redirection sufficient to support benefits that a participant has elected hereunder and to pay the

participant's administrative fee expenses. The salary administration program of the employer shall be revised to allow each participant to agree to reduce his/her pay during the Plan Year by an amount determined necessary to purchase the elected benefit. The amount of such salary redirection shall be specified in the salary redirection agreement and shall be applicable for a Plan Year. Eligible employees may contribute no more than five hundred dollars (\$500) in any one Plan Year. The salary redirection agreement shall only be applicable from the first day of the pay period following the employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to FSA Benefit Dollars and allocated to the account established under the FSA pursuant to the participant's elections made

D. Life Insurance

Premiums for \$20,000.00 in group term life insurance and \$20,000.00 in accidental death and dismemberment insurance will be paid by the Library for all full-time employees. The Library will pay the prorated amount of the premiums for part-time employees whose regular hours of work are twenty (20) or twenty-four (24) hours or more per week as described in Article II, Section B.

E. Cafeteria Plan

The Library shall maintain a cafeteria plan pursuant to Sections 125 and 129 of the Internal Revenue Code, which shall apply to employee contributions to health insurance premiums ("Premium Only), and out of pocket medical, dental and vision care costs and dependent care costs ("Flexible Spending Account).

F. Sick Leave Donation Program

The Library shall provide employees with a Sick Leave Donation Program, such Sick Leave Donation Program to be administered by the Health Care Committee. The Committee may from time to time revise the terms and provisions of the Sick Leave Donation Program if approved by a consensus of the membership of the Committee. The Director has the authority to expand Sick Leave Donation Program use for family illness (definition of "family" to be that stated in "FMLA") for up to an additional two hundred forty (240) hours. Any salary paid during use of Sick Leave Donation Program shall not count towards health insurance premiums after expiration of employee's FMLA leave.

G. Health Care Committee

1. The Library and the Union shall maintain a joint Health Care Committee made up of a total of four (4) members. Two (2) members shall be appointed by each party. Union participation in the Health Care Committee shall not be construed to be a waiver of the Union's right to negotiate with respect to changes, if any, in health care benefits as provided in this Agreement.

2. The Committee shall meet at mutually agreed times to explore group health insurance plan alternatives, cost containment measures and coverage improvements; to consider Sick Leave Donation Program requests and determine allowances; and to explore expansion of the cafeteria plan pursuant to Section 125 of the Internal Code.

3. Should the Committee determine to recommend modification, deletion or replacement of any insurance benefits, such recommendations will be subject to negotiations between the Union and the Library. The Committee shall submit its recommendations annually on these matters to the Union and the Library not later than sixty (60) days prior to the expiration of a plan year.

H. Employee Assistance Plan

The Library will provide an Employee Assistance Plan fully paid by the Library for all employees and their families.

I. Long Term Insurance

The Library will provide access to an employee-paid Long Term Care Insurance plan, if available.

Article XIX
OHIO PUBLIC EMPLOYMENT RETIREMENT SYSTEM (OPERS)

A. Eligibility

All employees are subject to the provisions of the OPERS. The Library and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by OPERS.

B. Employer Pick-Up of Employee Contributions to OPERS

1. The contributions required to be made by each employee to OPERS as an employee contribution under Ohio Revised Code {145.47 shall be paid by the employer on behalf of the employee in lieu of contributions by the employee in accordance with the provisions of this section.

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 (1) of this section ("pick-up amount").

3. The provisions of this section shall apply to all employees, and no employee of the Library 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 section 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 OPERS board, its agents, the Internal Revenue Service and the State of Ohio.

5. In addition to the foregoing pick-up, the Board shall adopt a resolution which is designed to permit an employee who is purchasing service credit under OPERS by way of salary reduction, to elect to have the amounts payable by the employee picked up in accordance with Internal Revenue Code ("IRC") Section 414 (h)(2). The resolution of the Board shall contain such provisions as the Board determines is necessary or desirable

to assure compliance with the requirements of IRC Section 414 (h)(2), as well as any requirements of the OPERS law and related administrative rules.

Article XX HEALTH AND SAFETY

A. General Duty Clause

The Library agrees to provide a safe and healthful workplace for all employees in compliance with all applicable local, state and federal health and safety laws and regulations.

B. Lifting

With the exception of janitors and maintenance staff or where an employee's regular job duties require such activity, bargaining unit employees shall not be required to move boxes of books, materials, furniture or equipment or any other heavy material in the event of the move of a Library facility, book sale, facility renovation or other like activity.

C. Asbestos Abatement

1. The Library will notify all employees and the District 1199 Executive Board Member in writing in advance of Library plans to remove or abate asbestos in any area of facilities owned and controlled by the Euclid Public Library, including a timeline for each project. The Library shall provide written notice to employees assigned to the specific work location where asbestos cleanup or removal is to take place and the District 1199 Executive Board Member as to the date(s) and times of the project.

Interested employees and the District 1199 Executive Board Member may obtain results of air samplings taken both before and after the completion of each asbestos removal project from any facility owned and controlled by the Euclid Public Library.

D. Ergonomics

The library agrees to seek input with affected employees before ordering new equipment and furniture to seek the input of those employees with respect to the ergonomics of such equipment and furniture.

E. Job Accidents

Upon request concerning a specific instance, the Library shall provide the Union with information on work related injuries or illnesses including, but not limited to the nature of the illness or injury, dates, time lost, corrective action, status of the employee, the cost of the injury and the work location.

F. Vehicle Use

The Library shall not require any employee to haul heavy material or equipment, including books or other publications, in the employee's personal automobile.

G. Health and Safety Committee

The Library and the Union shall maintain a joint Health and Safety Committee made up of a total of seven (7) members, including a Safety Coordinator. Each party shall appoint three (3) members. The Director shall appoint the Safety Coordinator. If the appointed Safety Coordinator is already serving on the Committee, the party that originally appointed her/him will fill her/his vacancy. The Safety Coordinator shall maintain a neutral position on the Committee. The Committee shall meet regularly to coordinate the Library's safety and health plan; to educate staff on employee rights and responsibilities as well as employer rights and responsibilities under this plan; to review safety and health concerns that arise; and to develop and conduct ongoing training programs for staff on safety and health issues.

The Health and Safety Committee receives reports of safety problems, investigates these reports, and recommends ways of eliminating or reducing safety hazards whenever possible. Each employee who reports a safety problem shall receive a written reply from the Health and Safety Committee as to the disposition of the problem. All findings and recommendations, as well as written responses to staff who report concerns, shall be forwarded to the Director.

Formation of the Health and Safety Committee in no way prevents a staff member from reporting a safety or health problem to his or her immediate Manager/Supervisor.

Article XXI
MISCELLANEOUS

A. Freedom of Speech and Press

An employee writing an article or publication (regardless of the format, i.e., periodical, paper, electronic) may identify herself/himself as an employee of the Library and may mention the Library in such article or publication, provided that the employee indicates that the article or publication is written in her/his individual capacity and not as an employee of the Library, and further indicates that the Library is in no way responsible for the contents of her/his article or publication.

B. Meetings and Confererices

1. Meetings which involve either absence from work or expense to the Library are subject to approval by the Department Manager/Supervisor and the Director. An employee who attends on paid Library time or at Library expense, a meeting or conference must be prepared to report as required by the Manager/Supervisor on the subjects addressed during such meeting or conference.

2. All employees are encouraged to attend library conferences, professional meetings and other programs that are beneficial to their work. Release time and reimbursement for all conferences covered by Article XXI, Section B will be allowed as schedules and budgets allow. Requests for employee attendance at these activities must be approved by her/his Manager/Supervisor.

3. Funds permitting, authorized attendees may be reimbursed through prior approval of specified expense allowance by the Director for the following listed

expenses, provided that an Expense Form, with receipts, is submitted to the immediate Manager/Supervisor within ten (10) days or the end of the month of the conference, meeting or program, whichever is later:

- a. Transportation: including parking, tolls and taxi fare, as necessary and mileage at current IRS rate
- b. Meals at current Board approved rate
- c. Hotel/Motel expenses
- d. Registration fees (at member rate for OLC and ALA annual conferences and conferences of ALA Divisions and Affiliates, or other professional conferences directly related to an employee's position but only up to the annual OLC Annual Conference cost.)

4. Funds permitting, the Library will maintain a rotation of all full-time librarians in choosing two people per year for fully paid attendance at the American Library Association (ALA) annual conference; for fully paid attendance the Public Library Association (PLA) annual conference; or for another professional organization's annual conference that is directly related to the librarian position, but only up to the ALA annual conference cost. The librarians chosen to attend must join ALA, PLA, or other professional organization at their own expense. As an alternative, funds permitting the selected librarians may choose to attend the conference of an ALA Division or Affiliate. The Library will pay full membership to the ALA Division or Affiliate after the employees join ALA at their own expense. The Library, however, may deny attendance at the ALA Annual conference, PLA annual conference, conference of an ALA Division or Affiliate, and/or other organization's annual conference in order to maintain adequate staffing levels.

If the Library determines it does not have sufficient funds to pay for such attendance at the conferences listed in this Article XXI, Section B.4, selected employees may each pay the necessary professional organization membership dues at their own expense and, having done so, may each attend one of the annual conferences listed in this Section B.4, at his/her own expense on release time. However, the Library may deny attendance at the annual conferences in order to maintain adequate staffing levels.

5. Funds permitting, the Library will pay an annual full membership to: (1a) the Ohio Library Council (OLC) or (2b) another professional membership directly relating to an employee's position but only up to the annual OLC membership cost, for all interested employees who request a membership benefit annually. Funds permitting, employees who are members of: (1a) the OLC will be permitted to attend the OLC Annual Conference at Library expense; or (2b) another professional organization directly related to the employee's position will be permitted to attend that professional organization's annual conference but only up to the annual OLC Annual Conference cost at Library expense. However, the Library may deny attendance at the OLC Annual Conference or other professional organization's annual conference in order to maintain adequate staffing levels. If and when the Library must decide who receives the membership or conference benefit in this Article XXI, Section B.5., priority will be given to employees who did not receive the membership benefit the previous year.

If the Library determines it does not have sufficient funds to pay for such memberships and/or conferences listed in this Article XXI, Section B.5, employees may pay the necessary professional organization membership dues at his/her own expense and, having done so, may also attend the professional organization's annual conference at his/her own expense on release time. However, the Library may deny attendance at the professional organization's annual conference in order to maintain adequate staffing levels.

6. On Staff Development Day the Library will discuss the benefits and opportunities of OLC membership. After attending an event, staff will share information from the event at staff meetings as facilitated by the Manager/Supervisor. Professional employees will submit a continuing education plan annually. For employees at Grade 6 and above, continuing education will be discussed during the performance review.

C. Performance Appraisals

The Library and the Union are mutually committed to consistent and fair appraisals of employees. To this end the supervisor shall keep employees informed of problems throughout the year so that a give and take discussion during the appraisal will assist the employee to improve her/his performance.

The performance appraisal shall be consistent with all contract provisions.

D. Work Reorganization and Training

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

E. Training

The Manager/Supervisor will develop an orientation plan for each new employee, which will include the amount of time the Manager/Supervisor will work one-on-one with the new employee during an initial training period. Both the amount of one-on-one time and the length of the period during which one-on-one time is planned are determined by the Manager/Supervisor in accordance with what the Manager/Supervisor deems appropriate for the position. The amount of time will, in all cases, be greater than zero.

Management will undertake a review of training practices in each department with a goal of creating more department oriented training opportunities.

The Labor/Management Committee will survey staff twice annually regarding training needs. The survey should be library and patron oriented, including without limitation surveying staff regarding safety and security needs.

F. Problem Resolution

Should problems or concerns arise with respect to the administration of this Agreement or other matters, the Union should discuss them promptly with the Library as they arise and not wait until negotiations so that the Library and the Union together may attempt to correct the problem or concern promptly.

The Euclid Public Library and District 1199 are committed to the implementation and improvement of their collaborative relationship. To that end, the Library and Union agree as follows:

1. The Library and Union recognize that in certain areas which constitute, according to the Statement Employment Relations Board, mandatory subjects of bargaining (for example, any modification in the scheduling of Sunday hours or extension of same), the Union and the Library have a responsibility to bargain both with respect to any proposed change from current practice and the effects of such change.
2. The Union and the Library recognize that in certain other areas (for example, smoking policies, development of job descriptions), the Library and the Union have a duty to bargain the effects of any change.
3. The Library and the Union recognize that in certain other areas of Library operations (for example, material selection, employee training), where there is no duty to bargain, the receipt of input and ideas from Library employees is of great value and is to be solicited.

The Union and the Library recognize their mutual duty to resolve, in a timely fashion, issues and concerns that fall into each of these categories and to advise one another of the existence of a pending issue or concern that would require resolution.

To achieve these ends, the Library and the Union commit to advise one another promptly of any pending issue or concern that requires resolution. Such communication may occur between the District 1199 Executive Board Member and Director or through the Labor-Management Committee. When such a concern or issue is raised, the Library and Union commit, through direct dialogue between the Director and Executive Board Member (who may include in the dialogue the administrative organizer), to determine the appropriate "track" for resolution of the issue among options (1) through (3) above, to establish a timetable for issue resolution, and to identify the persons to be involved in bringing the matter to a complete and timely resolution.

It is expressly understood and agreed that both the Library and Union reserve their respective rights under Chapter 4117 as well as the Collective Bargaining Agreement. Should the Library implement a change in an area that the Union believes is a mandatory subject of bargaining, or where the Union believes such a change would be a violation of the terms of the current Collective Bargaining Agreement, the Union is entitled to file an unfair labor practice charge, a grievance, or take such other appropriate steps through legal means to achieve resolution.

G. Labor/Management Committee

The Library and the Union shall maintain the Labor/Management Committee with three (3) members appointed from each party. The purpose of the Labor/Management Committee is to investigate, study and work toward optimum solutions to mutual problems affecting labor/management relations. The decisions of the Committee shall be the result of unanimous agreement, ensuring that each member is actively involved in decision-making. The Committee shall function as a single body rather than as individual members of labor or management, and the Committee shall be governed by the charter which it has drawn up.

Training will be conducted with the Federal Mediation and Conciliation Services (FMCS) for new and existing members of the Labor/Management Committee by mutual agreement of the Parties.

H. Committee Assignments

1. The Union has the option of making recommendations for appointments to committees. Recommendations will be made within the agreed upon number of days.
2. The Library and the Union will encourage staff to volunteer for committees.
3. The Library and the Union will educate the staff on committee participation and the importance of participation.
4. Committee members may add new members based on need.

I. Drug-Free Workplace

1. The Drug-Free Workplace Act of 1988 requires the Library to provide for a drug-free workplace if the Library wishes to receive grants from any federal agency. From time to time the Library seeks such grants from federal agencies.
2. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. Violations will be subject to discipline up to and including discharge.
3. All employees shall notify the Library of any conviction for a violation of a criminal drug statute occurring in the workplace within five (5) days after such conviction.
4. The Library recognizes drug and alcohol dependency as a major health problem. The Library also recognizes drug and alcohol abuse and use as a potential safety and security problem. Employees who believe that they may require professional assistance in dealing with such problems are encouraged to seek professional counseling and/or treatment as may be appropriate through the employee assistance program or otherwise.

J. Acceptable Driving Record

The Library will check the driver's license record for any person applying for positions requiring an acceptable driving record. "Acceptable driving record" is defined as acceptable to the Library's insurance carrier. The applicants will be notified that the Library will perform license checks and that employment and continued employment is contingent upon an acceptable driving record. The applicant must sign the "*Notarized Written Consent Release of Personal Information*" form (BMV Form 5008).

All employees in positions requiring an acceptable driving record, and all employees in positions where any driving of a Library vehicle is required will immediately notify the Director of any license suspension, revocation, cancellation, lost privileges, or disqualification. Such employees must also immediately notify the Director of any conviction or guilty plea to a moving violation or OVI. The Library must immediately notify each such employee if the insurance carrier has flagged her/his driving record as either suspect or unacceptable.

During the month of January of each calendar year, all employees in positions requiring an acceptable driving records, and all employees in positions where any driving of a Library vehicle is required shall complete a "Notarized Written Consent Release of Personal Information" form (BMV Form 5008) in order for the Library to satisfy driving insurability with the insurance carrier. The Library shall pay all Bureau of Motor Vehicle fees associated with obtaining the driver abstract.

**Article XXII
ENTIRE AGREEMENT**

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the Board and the 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 parties to this Agreement.

**Article XXIII
WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT**

The Board 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 Union 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.

**Article XXIV
DURATION**

This Agreement shall be effective October 1, 2015 through and including September 30, 2018. This Agreement shall be renewed automatically for successive one (1) year periods if neither party initiates negotiations within the time frame set forth in Article V.

EUCLID PUBLIC LIBRARY

By: 
Board of Trustees President



SEIU DISTRICT 1199

By: 
Becky Williams, President
SEIU District 1199, WV/KY/OH, The
Health Care & Social Services Union,
CTW, CLC

**APPENDIX A
12-GRADE CLASSIFICATION SYSTEM**

<u>GRADE</u>	<u>POINT RANGE</u>	<u>JOB TITLE</u>	<u>POINTS</u>
Pages	- 0 -	Page	
1	0-200		
2	201-271	Maintenance Assistant I	265
3	272-342	Circulation Shipping Assistant I Materials Processor	297 323
4	343-413	Audio Visual Assistant Periodicals Assistant	350 359
5	414-484	Circulation Shipping Assistant II Circulation Assistant I Outreach Assistant	415 422 463
6	485-555	Maintenance Assistant II Technical Assistant I Receptionist/Secretary Circulation Assistant II	519 529 534 536
7	556-626	Technical Assistant II	577
8	627-697	Reference Associate Graphic Designer Children's Associate Computer Associate Young Adult Associate	651 657 671 651 651
9	698-768	Outreach Associate	714
10	769-839	Cataloger Children's Librarian Reference Librarian Young Adult Librarian Supervisor of Maintenance Services	793 800 800 800 808
11	840-910	Reference Librarian/Supervisor of Pages Supervisor of Outreach Services	840 883
12	911-		

APPENDIX B

EPL-District 1199 Grievance Form

Submit to management and make three (3) copies and distribute to: (1) aggrieved employee; (2) EPL representative; and (3) Administrative Organizer of District 1199.

EMPLOYEE: _____ DATE SUBMITTED: _____
JOB TITLE: _____ BUILDING: _____

MANAGER/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 1 - DISCUSSION WITH IMMEDIATE MANAGER/SUPERVISOR (within 10 calendar days of the occurrence of the alleged grievance)

Date of Discussion: _____

Date Response received: _____

Manager/Supervisor Response: _____

STEP 2 - Written Grievance Form to Human Resources (within 7 calendar days of the occurrence of the Step 1 Response)

Relevant Information: _____

Date Response received: _____

Response: _____

STEP 3 - Written Grievance Form to Director (within 7 calendar days from the Step 2 response)

Date Filed: _____

Meeting Date: _____

Relevant Information: _____

Date Response Received: _____

Response: _____

(Separate form to be filled out for Request for Arbitration. Notice to Director within 30 calendar days of Step 3 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

do not wish the Union to advance my grievance without express authorization.

APPENDIX C 1

NOTICE OF INDIVIDUAL LAYOFF

Dear _____,

In accordance with Article XIII.E.1, of the Agreement between the Euclid Public Library and District 1199, you are hereby notified that your position as _____ will be eliminated or granted to a more senior employee effective _____ date _____, and you will be laid off. By reason of your seniority and qualifications, you have the right to bump into the following positions:

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week
_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

You must advise the Library of your decision to bump or to take the layoff within ten (10) calendar days following the postmark on this notice, no later than (date). Please contact the Director's office at 261-5300 as soon as possible with your decision. Your decision must be confirmed in writing by returning the enclosed response form to the Library with a copy to the District 1199 Executive Board Member.

If you do not respond within the time limit and let us know of your decision to bump, we must assume, according to the contract, that you will take a layoff. If you elect a layoff, you will have recall rights for twelve (12) months.

Sincerely,

Director

copy: SEIU 1199 Executive Board Member

APPENDIX C 2

EMPLOYEE ANSWER TO LAYOFF NOTICE

Please mark only one of the two choices below and return this form no later than (date) to:

Director
Euclid Public Library
631 East 222nd Street
Euclid, OH 44123

1. _____ I will bump into the following available position:

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

2. _____ I agree to accept the layoff and not bump.

_____	_____	_____
Name of Employee	Signature	Date

APPENDIX C 3

EMPLOYEE ANSWER TO LAYOFF NOTICE

Please mark only one of the two choices below and return this form no later than (date) to:

SEIU 1199 Executive Board Member
631 East 222nd Street
Euclid, OH 44123

1. _____ I will bump into the following available position:

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

2. _____ I agree to accept the layoff and not bump.

_____	_____	_____
Name of Employee	Signature	Date

APPENDIX C 4

NOTICE OF GROUP LAYOFF

Dear _____,

In accordance with Article XIII, E. 1, of the Agreement between the Euclid Public Library and District 1199, you are hereby notified that your position as _____ will be eliminated or granted to a more senior employee effective _____ (date), and you will be laid off. By reason of your seniority and qualifications, you have the right to bump into the following positions:

Job Title	Grade	Location	Hrs/Week
-----------	-------	----------	----------

Job Title	Grade	Location	Hrs/Week
-----------	-------	----------	----------

Job Title	Grade	Location	Hrs/Week
-----------	-------	----------	----------

You must advise the Library of your decision to bump or to take the layoff within ten (10) calendar days following the postmark on this notice, no later than _____ (date). Please contact the Director's office at 261-5300 as soon as possible with your decision. Your decision must be confirmed in writing by returning the enclosed response form to the Library with a copy to the District 1199 Executive Board Member.

If you do not respond within the time limit and let us know of your decision to bump, we must assume, according to the contract, that you will take a layoff. If you elect a layoff, you will have recall rights for twelve months.

If you decide to bump, please give us your preferences among the positions listed above in which you would prefer to be placed. The final selection of positions among the employees eligible to bump will be made on the basis of seniority and job qualifications. In the event we are unable to match your bumping preference, we will advise you promptly and let you know of the position available for your bump. You will then have up to twenty-four (24) hours to let us know of your decision to bump or take the layoff. If you do not respond within the time limit, we must assume, by the contract, that you will take the layoff.

Sincerely,

Director

Copy: SEIU 1199 Executive Board Member

APPENDIX C 5

EMPLOYEE ANSWER TO GROUP LAYOFF NOTICE

Please mark only one of the two choices below and return this form no later than (date) to:

Director
Euclid Public Library
631 East 222nd Street
Euclid, OH 44123

I) _____ I will bump into the following available positions. I am indicating my choices in order of preference.

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

II) _____ I agree to accept the layoff and not bump.

_____	_____	_____
Name of Employee	Signature	Date

APPENDIX C 6

EMPLOYEE ANSWER TO GROUP LAYOFF NOTICE

Please mark only one of the two choices below and return this form no later than (date) to:

SEIU 1199 Executive Board Member
631 East 222nd Street
Euclid, OH 44123

I) _____ I will bump into the following available positions. I am indicating my choices in order of preference.

_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week
_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week
_____	_____	_____	_____
Job Title	Grade	Location	Hrs/Week

II) _____ I agree to accept the layoff and not bump.

Name of Employee

Signature

Date

APPENDIX C 7
RECALL NOTICE

Dear _____,

You are eligible for recall to the following position at the Euclid Public Library:

<u>Job Title</u>	<u>Grade</u>	<u>Location</u>	<u>Hrs/Week</u>
------------------	--------------	-----------------	-----------------

You must report to work within three (3) calendar days after acceptance of the position, or a longer period of up to fourteen (14) calendar days if you need to provide notice to a current employer.

You must advise the Library of your decision to accept this recall within ten (10) calendar days of the postmark on this notice, by (date) . Please contact the Director's office at 261-5300, as soon as possible, with your decision. Your decision must be confirmed in writing by returning the enclosed response form to the Library with a copy to the District 1199 Executive Board Member.

If you do not respond affirmatively to a notice of recall to a comparable position in terms of hours, grade and benefits, you shall, by the contract forfeit future opportunities for recall. If the position above is not comparable to the one you held at the time of layoff in terms of hours, grade and benefits, you may refuse this offer of recall and your name will remain on the recall list.

Sincerely,

Director

Copy: SEIU 1199 Executive Board Member

APPENDIX C 9

EMPLOYEE ANSWER TO RECALL NOTICE

Please mark only one of the two choices below and return this form no later than (date) to:

SEIU 1199 Executive Board Member
631 East 222nd Street
Euclid, OH 44123

1) _____ I will accept a recall to the available position. If the position is filled by a more senior employee, I understand that my name will remain on the recall list.

Job Title	Grade	Location	Hrs/Week
-----------	-------	----------	----------

2) _____ I will not accept a recall to the available position. If this is a comparable position to my pre-layoff position, I understand that I forfeit any future opportunities for recall.

Name of Employee	Signature	Date
------------------	-----------	------

APPENDIX D

Availability to Work Substitute Hours

In accordance with Article IX E.3, substitute hours for a department shall be first offered to part-time employees who are assigned to that department. Please complete this form to indicate your availability for substitute hours.

- o Please do not schedule me to work any substitute hours.
- o In addition to my regular hours, I am available to work the substitute hours listed below:
- o I am changing my previous request for substitute hours to the substitute hours listed below:

Day of week and hours I am available:

	<i>Morning</i>	<i>Afternoon</i>	<i>Evening</i>
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Comments:

Employee's signature _____

Date _____

Supervisor's signature _____

Date _____

The supervisor will keep the original completed form and give a copy to the employee. Any changes to the availability to work substitute hours must be submitted in writing to the employee's supervisor.

2/07

APPENDIX E
REMOVAL OF DISCIPLINARY DOCUMENTS

Employee: _____ Date: _____

Please remove the following documents from my personnel file.

<u>DATE</u>	<u>DESCRIPTION</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Employee

APPENDIX F

**HEALTH CARE PROVIDER'S CERTIFICATION
FOR RETURN TO WORK**

I hereby certify that I have physically examined _____ (Employee)
and have determined that she/he is able to resume all the essential job functions of her/his
position.

The following limits exist or accommodations are necessary to resume her/his essential job
functions:

Health Care Provider (Please print or type)

Signature

Telephone Number

Date

APPENDIX G

NON-PUBLIC SERVICE STAFF ELIGIBILITY FOR SUNDAY BIDDING

October 1, 2003

<u>Position</u>	<u>May work Sundays as:</u>
Page	n/a
Maintenance Assistant I	n/a
Materials Processor	n/a
Circulation Shipping Assistant I	n/a
Audio-Visual Assistant	n/a
Circulation Shipping Assistant II	Circulation Assistant I
Outreach Assistant	Circulation Assistant I
Maintenance Assistant II	n/a
Technical Assistant I	Circulation Assistant II
Technical Assistant II	Circulation Assistant II
Receptionist/Secretary	Circulation Assistant II
Graphic Designer	Reference/Children's Associate
Outreach Associate	Reference/Children's Associate
Supervisor of Maintenance Services	n/a
Supervisor of Outreach Services	Reference/Children's Librarian

APPENDIX H

REQUEST FOR UNPAID LEAVE OF ABSENCE
See Collective Bargaining Agreement, Article XVI

Name: _____ Date of request _____

First day of leave: _____ Return to work: _____

If intermittent leave, describe: _____

Reason for leave:

- | | |
|--|--|
| <input type="checkbox"/> FMLA * | <input type="checkbox"/> Educational |
| <input type="checkbox"/> Disability/Medical ** | <input type="checkbox"/> Evaluation of Disability |
| <input type="checkbox"/> Emergency | <input type="checkbox"/> Evaluation of Disability |
| <input type="checkbox"/> Military | <input type="checkbox"/> Parental responsibilities |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Union Business |
| <input type="checkbox"/> Other | |

Comments: (add an additional page if more space is needed): _____

* Attach Appendix D, FMLA Forms, to this request.

** If leave is for medical reasons, attach a doctor's note. The employee may be required to provide additional information, if requested, (Appendix I, Authorization to Release Personal Health Information).

The Health Care Provider's Certification for Return to Work (Appendix F) may be required before returning to work.

Employee's signature: _____

Manager/Supervisor's signature

Date

Director's Signature

Date

APPENDIX I

AUTHORIZATION TO RELEASE PERSONAL HEALTH INFORMATION

Section I: Patient Information.

This authorization to release information relates to the personal health information of the following patient:

Name: _____

Address: _____

Telephone: _____

Section II: Disclosure and Use of Personal Health Information.

I hereby give my permission to [name of provider] _____
to use and disclose my personal health information in the manner described below.

Section III: Description of Personal Health Information to be Disclosed.

Describe the personal health information you are authorizing to be disclosed (for example, "the medical records related to my hip surgery in June 2002;" or "the medical records related to my office visit on June 6, 2002;" or "all medical records related to my heart condition;" or "all medical records related to my injury on June 6, 2002"):

Section IV: Description of Persons, or Entity Authorized to Receive and Use Claimant Information.

Authorized representatives at Euclid Public Library [address telephone number] or its contracted physician have my permission to receive and use my personal health information.

Section V: Purpose of this Authorization.

The purpose of this disclosure of personal health information is to (for example, "provide medical information to my employer to support my application for family or medical leave; or "provide medical information to my employer to support my application for extended sick leave"):

Section VI: Expiration and Revocation.

I may revoke (cancel) this authorization at any time except to the extent that the provider has already released personal health information to the recipient in reliance on this authorization. Requests for revocation must be in writing. To revoke the authorization, I must contact [fill in provider name, address, telephone number]

If I do not revoke it, this authorization will expire one year after the date on which the authorization is signed.

Section VII: Signature and Refusal to Sign this Authorization.

I acknowledge that this authorization is voluntary. I understand that I am not required to sign this authorization as a condition of receiving health care treatment unless such treatment is solely for the purpose of creating personal health information for disclosure to Euclid Public Library under this authorization. I acknowledge that I have received a written copy of this authorization.

I understand that if the persons or organizations I authorize to receive and/or use my personal health information described in this form are not health plans, covered health care providers or health care clearinghouses they will not be subject to the federal privacy laws. While there may be other state or federal laws limiting disclosure of personal health information, the federal privacy laws do not limit those persons or organizations from further disclosing my personal health information and it may no longer be protected by the federal privacy laws.

I acknowledge that I have read and understand this form.

Signature: _____ Date: _____

If a personal representative (for example, a spouse, parent, legal guardian, durable power of attorney for health care, etc.) signs this form on behalf of the individual, complete the following:

Representative's Name: _____ Relationship: _____

Date: _____

APPENDIX J

SCHEDULE OF VISION BENEFITS

EUCLID PUBLIC LIBRARY VISION CARE SUMMARY

WHEN WILL I BECOME ELIGIBLE FOR MY NEW BENEFITS?

1. If you are currently eligible for health care benefits you and your eligible dependents are eligible for Vision Care Benefits with UNION EYE CARE. To insure your dependents eligibility, you must complete a **EUCLID PUBLIC LIBRARY SYSTEM VISION CARE ENROLLMENT FORM** and submit it to the human resources department.

HOW DO I OBTAIN BENEFITS FOR MYSELF OR MY FAMILY?

1. If you need an EYE EXAMINATION simply call any of the UNION EYE CARE CENTERS listed in the attached brochure or on the reverse of this flier. Identify yourself as an eligible employee or employee's dependent of the Euclid Library.
2. Please have the following information ready:
**EMPLOYEE'S NAME, SOCIAL SECURITY NUMBER
DEPENDENTS NAME, RELATIONSHIP, DATE OF BIRTH**
3. If you already have a prescription for eyeglasses or contact lenses, and wish to duplicate your present prescription, you will not need an appointment. Just bring your prescription and the above information to any UNION EYE CARE location.

WHAT DOES MY PROGRAM PROVIDE?*

1. EYE EXAMINATION (including dilation and glaucoma check)
 - a. Spectacle Eye Examination Full coverage after co-payment
 - b. Contact Lens Eye Exam \$30.00 Allowance
2. SPECTACLE LENSES (standard clear glass or plastic)
 - a. Single Vision Full coverage after co-payment
 - b. Bifocals Standard Full coverage after co-payment
 - c. Trifocal Full coverage after co-payment
 - d. Aphakic Full coverage after co-payment
3. CONTACT LENSES* \$80.00 Allowance after co-payment
4. EYEGLOSS FRAMES \$70.00 Allowance after co-payment

PLAN CO-PAYMENTS

1. EYE EXAMINATION \$10.00
2. EYEGASSES OR CONTACT LENSES \$10.00 per pair

HOW OFTEN DOES MY PROGRAM PROVIDE THESE SERVICES?

1. Services are available once every 12 months

*NOTE: 1 Contact lenses are in lieu of spectacle lenses and frames.

SERVICES ARE AVAILABLE ONLY THROUGH

Union Eye Care

In partnership with

UniversityHospitalsHealthSystems

See the reverse of this sheet or the attached brochure for locations.
For additional information please call (216) 333-1700 or (800) 443-9699 x19.

Certification of Health Care Provider
for Employee's Serious Health
Condition
(Family and Medical Leave Act)

U.S. Department of
Labor
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

APPENDIX K1

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: () _____ Fax () _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes.

Was medication, other than over-the-counter medication, prescribed? No Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No Yes. If so, state the nature of such treatments and expected duration of treatment:

APPENDIX K1

2. Is the medical condition pregnancy? No Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition:
 No Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? No Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? No Yes.

APPENDIX K1

If so, are the treatments or the reduced number of hours of work medically necessary?

No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from
_____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? No Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?

No Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR
ADDITIONAL ANSWER.**

APPENDIX K1

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

APPENDIX K2

**Certification of Health Care Provider
for Family Member's Serious Health
Condition
(Family and Medical Leave Act)**

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
 First Middle Last

Name of family member for whom you will provide care: _____
 First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

APPENDIX K2

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

APPENDIX K2

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ___ No ___ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ___ No ___ Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? ___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?
___ No ___ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

APPENDIX K2

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? No Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Does the patient need care during these flare-ups? No Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2816; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

APPENDIX K3

following and attach the indicated document to support that the military member is on covered active duty or call to covered active duty status.

A copy of the military member's covered active duty orders is attached.

Other documentation from the military certifying that the military member is on covered active duty (or has been notified of an impending call to covered active duty) is attached.

I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status.

PART A: QUALIFYING REASON FOR LEAVE

- 1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

- 2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member's Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached.

Yes No None Available

PART B: AMOUNT OF LEAVE NEEDED

- 1. Approximate date exigency commenced: _____
Probable duration of exigency: _____

- 2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency?

Yes No

APPENDIX K3

If so, estimate the beginning and ending dates for the period of absence:

3. Will you need to be absent from work periodically to address this qualifying exigency? Yes No

Estimate schedule of leave, including the dates of any scheduled meetings or appointments:

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours ___ day(s) per event.

PART C:

If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Email: _____

Describe nature of meeting: _____

APPENDIX K3

PART D:

I certify that the information I provided above is true and correct.

Signature of Employee _____

Date _____

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. 2816; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYER.**

APPENDIX K4

**Certification for Serious Injury or
Illness of a Current
Servicemember – for Military Leave
(Family and Medical Leave Act)**

**U.S. Department of
Labor**
Wage and Hour Division



OMB Control Number: 1235-0003
Expires: 5/31/2018

Notice to the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee is Requesting Leave

INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICEMEMBER: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the servicemember's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

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SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee is Requesting Leave

(This section must be completed first before any of the below sections can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current servicemember):

Name of Employee Requesting Leave to Care for the Current Servicemember:

First

Middle

Last

Name of the Current Servicemember (for whom employee is requesting leave to care):

First

Middle

Last

Relationship of Employee to the Current Servicemember:

Spouse Parent Son Daughter Next of Kin

Part B: SERVICEMEMBER INFORMATION

- (1) Is the Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?
Yes No

If yes, please provide the servicemember's military branch, rank and unit currently assigned to:

Is the servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?
Yes No

If yes, please provide the name of the medical treatment facility or unit:

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- (2) Is the Servicemember on the Temporary Disability Retired List (TDRL)?
Yes No

Part C: CARE TO BE PROVIDED TO THE SERVICEMEMBER

Describe the Care to Be Provided to the Current Servicemember and an Estimate of the Leave Needed to Provide the Care:

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SECTION II: For Completion by a United States Department of Defense ("DOD") Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

Part A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name and Business Address:

Type of Practice/Medical Specialty: _____

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125:

Telephone: () _____ Fax: () _____ Email: _____

PART B: MEDICAL STATUS

(1) The current Servicemember's medical condition is classified as (Check One of the Appropriate Boxes):

(VSI) Very Seriously Ill/Injured – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

(SI) Seriously Ill/Injured – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

OTHER Ill/Injured – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

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NONE OF THE ABOVE (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.)

(2) Is the current Servicemember being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces?
Yes No

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

If yes, please describe medical treatment, recuperation or therapy:

PART C: SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER

(1) Will the servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes No

If yes, estimate the beginning and ending dates for this period of time: _____

(2) Will the servicemember require periodic follow-up treatment appointments?
Yes No

If yes, estimate the treatment schedule: _____

(3) Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments? Yes No

(4) Is there a medical necessity for the servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?
Yes No

If yes, please estimate the frequency and duration of the periodic care:

Signature of Health Care Provider: _____

Date: _____

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PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

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Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (Family and Medical Leave Act)

U.S. Department of Labor Wage and Hour Division



OMB Control Number: 1235-0003 Expires: 5/31/2018

Notice to the EMPLOYER

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 CFR 1635.9, if the Genetic Information Nondiscrimination Act applies.

SECTION I: For completion by the EMPLOYEE and/or the VETERAN for whom the employee is requesting leave

INSTRUCTIONS to the EMPLOYEE and/or VETERAN: Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA leave due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

(This section must be completed before Section II can be completed by a health care provider.)

Part A: EMPLOYEE INFORMATION

Name and address of employer (this is the employer of the employee requesting leave to care for a veteran):

Name of employee requesting leave to care for a veteran:

First

Middle

Last

Name of veteran (for whom employee is requesting leave):

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- (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran's serious injury or illness includes written documentation confirming that the veteran's injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran's active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Answer fully and completely all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA military caregiver leave coverage. Limit your responses to the veteran's condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 CFR 1635.3(f), or genetic services, as defined in 29 CFR 1635.3(e).

(Please ensure that Section I has been completed before completing this section. Please be sure to sign the form on the last page and return this form to the employee requesting leave (See Section I, Part A above). DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION.)

Part A: HEALTH CARE PROVIDER INFORMATION

Health care provider's name and business address:

Telephone: () _____ Fax: () _____ Email: _____

Type of Practice/Medical Specialty: _____

Please indicate if you are:

- a DOD health care provider
- a VA health care provider
- a DOD TRICARE network authorized private health care provider
- a DOD non-network TRICARE authorized private health care provider
- other health care provider

PART B: MEDICAL STATUS

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Note: If you are unable to make certain of the military-related determinations contained in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as, DOD Recovery Care Coordinator) or an authorized VA representative.

(1) The Veteran's medical condition is:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating.
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or higher, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave.
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment.
- An injury, including a psychological injury, on the basis of which the covered veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.
- None of the above.

(2) Is the veteran being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes No

(3) Approximate date condition commenced: _____

(4) Probable duration of condition and/or need for care: _____

(5) Is the veteran undergoing medical treatment, recuperation, or therapy for this condition?

Yes No

If yes, please describe medical treatment, recuperation or therapy:

PART C: VETERAN'S NEED FOR CARE BY FAMILY MEMBER

"Need for care" encompasses both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is

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unable to care for his or her own basic medical, hygienic, or nutritional needs or safety, or is unable to transport him or herself to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

(1) Will the veteran need care for a single continuous period of time, including any time for treatment and recovery? Yes No

(2) If yes, estimate the beginning and ending dates for this period of time: _____

(3) Will the veteran require periodic follow-up treatment appointments? Yes No

If yes, estimate the treatment schedule: _____

(4) Is there a medical necessity for the veteran to have periodic care for these follow-up treatment appointments?

(5) Is there a medical necessity for the veteran to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?

Yes No

If yes, please estimate the frequency and duration of the periodic care:

Signature of Health Care Provider: Date:

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2816; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210. DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE EMPLOYEE REQUESTING LEAVE (As shown in Section I, Part "A" above).

