



2016-2018 Agreement between GCPL and SEIU, 1199

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AGREEMENT BETWEEN

GREENE COUNTY PUBLIC LIBRARY

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
DISTRICT 1199, WV/KY/OH, THE HEALTHCARE
AND SOCIAL SERVICE UNION, CTW
GREENE COUNTY PUBLIC LIBRARY CHAPTER**

Effective

February 1, 2016

through

November 8, 2018

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**ARTICLE 1
PARTIES TO THE AGREEMENT**

Section 1.1 Agreement. This Agreement is between the Board of Trustees of the Greene County Public Library ("the Library") and the Service Employees International Union District 1199, Greene County Public Library Chapter ("the Union").

Section 1.2 Purpose. The parties to this Agreement, in order to promote harmonious labor relations and a work environment conducive to productivity, pledge to treat each other at all times with mutual respect and dignity. In an effort to establish cooperative relationships, the parties hereby enter into an agreement which has for its purposes, among others, the following: to recognize the legitimate interests of the employees to collectively bargain regarding wages, hours and other terms and conditions of their employment; to promote efficiency and service to Greene County patrons; to avoid interruption in the efficient operation of the Library; and to provide a basis for the adjustment of matters relating to this Agreement by means of an orderly and amicable process.

**ARTICLE 2
UNION RECOGNITION**

Section 2.1 Bargaining Unit. Pursuant to the certification of election results rendered by the State Employment Relations Board the Employer recognizes the Union as the sole and exclusive representative for all regular full-time and part-time employees in the following classifications:

Classification: Maintenance Worker

Title: Maintenance Worker

Classification: Clerk

Title: Acquisitions Clerk
Bookmobile Clerk
Circulation Clerk
Processing Clerk
Resource Sharing Clerk
Serials Clerk

Classification: Associate

Title: Community Information Associate

Classification: Librarian

Title: Adult Services Asst. Coordinator
Audio-Visual Librarian
Cataloging Librarian I
Cataloging Librarian II
Local History Librarian I
Local History Librarian II

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Outreach Librarian I
Outreach Librarian II
Adult Services Librarian I
Adult Services Librarian II
Youth Services Librarian I
Youth Services Librarian II

Classification: Stack Manager

Title: Stack Manager
Stack Manager/Trainer

Classification: Information Technology

Title: Support Specialist
Web Content Specialist

Section 2.2 Non-bargaining Unit. All other employees, including but not limited to, all supervisory, managerial, confidential, casual and seasonal employees and all other positions exempted by Ohio Revised Code section 4117.01, are excluded from the bargaining unit; including but not limited to all employees in following classifications:

Administrative Assistant	Head Librarian
Bookmobile Manager	Head of Circulation
Circulation Clerk Substitute	Head of Youth Services
Community Engagement Officer	Head of Reference
Publicity/Marketing Officer	Human Resources Officer
Coordinator of Adult Services	Library Aide
Coordinator of Information Technology	Operations Manager
Coordinator of Youth Services	Outreach Services Manager
Deputy Director	Reference Associate Substitute
Director	Resource Sharing Manager
Fiscal Officer	Systems Manager
Head Archivist	Technical Services Manager

The Board will petition the State Employment Relations Board to Amend the Certification to reflect changes in the classification plan.

Section 2.3 Definitions. The terms "employee," "member," or "bargaining unit member," when used in this agreement, refer solely to those employees for whom the Union is the sole and exclusive representative.

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Section 2.4 New Classifications. The Library will notify the Union when it creates a new classification. Posting for a new classification will not occur until the parties have met to discuss assignment of the new classification to a pay range.

Section 2.5 Interns. If the Library wishes to use student interns, they shall be used as casual or seasonal staff to augment the workforce. The use of such interns, paid by their college or university, shall not be considered contracting out.

No layoff will occur as a result of any decision by the Board to use contractors or student interns.

**ARTICLE 3
UNION SECURITY AND PAYROLL
DEDUCTIONS**

Section 3.1 Dues Check off. Upon written authorization of any employee covered in this agreement, the Library shall deduct from the employee's paycheck in bi-weekly amounts such dues, fees, and/or assessments as the Union may, from time to time, legally authorize in accordance with its constitution and bylaws. The Union will provide a one-month advance notice of any change in the deduction amount.

The obligation of the Employer to make such deductions shall cease when the employee: 1) resigns or is separated from employment; 2) is laid off from employment; 3) is on unpaid leave of absence when the dues deduction would otherwise be made; 4) is no longer employed in a bargaining unit position; 5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues; 6) if the employee provides written revocation of authorization for dues deduction, such revocation is only effective if received during the month of December each year.

Section 3.2 Fair Share Fee. The Union and the Library agree that, as a condition of employment, all members of the bargaining unit described in this agreement who are not members of the Union shall pay to the Union a Fair Share Fee representation assessment as determined by the Union, the amount of which shall not exceed the amount of dues, fees and assessments paid by members of the Union. Once a year, the Union will notify Fair Share participants of the rebate procedure.

Section 3.3 Transmission of Funds. The Library shall transmit all of the deducted dues, fees, and/or assessments of the members of the Union and the fair share fees of the non-union members of the bargaining unit to the Union monthly, no later than the tenth (10th) day of the following month with a list of those employees from whom such deductions were made.

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It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any bargaining unit member arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if a bargaining unit member files any action against the Employer and/or Union regarding the deductions made under this article, the deductions for all members shall cease immediately until final disposition of the action has occurred.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this article, the Union agrees it shall compensate or reimburse the Employer for all costs, fees and attorney fees the Employer may incur arising from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Employer, including attorneys' fees, involved in defending or responding to claims, actions, etc. regarding dues, fees or assessments, etc. collected on behalf of the Union by the Employer.

Section 3.4 Employee Data. The Board will provide the Union with an up-to-date Seniority list monthly. The seniority list shall contain the employee's name, seniority date, classification and pay grade. The Human Resources Officer will notify the Union of new members at the end of every month. The notification will contain the employee's name, pay status/rate, department/agency, hours worked, home address, phone number and birthday. The Human Resources Officer will notify the Union of any changes of the above information for any bargaining unit employee at the end of every month.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1 Protected Classes. The Board and the Union agree to apply the provisions of this Agreement equally and without regard to age, sex, sexual orientation, veteran status, marital status, race, color, creed, handicap, national origin or Union membership.

Section 4.2 Definition. Sexual harassment is a unique form of gender discrimination and is defined as unwelcome advances, requests for sexual favors and other physical, verbal or visual conduct based on gender when:

1. Submission to the conduct is an explicit or implicit term or condition of employment.
2. Submission to, or rejection of, the conduct is used as the basis of an employment decision.

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3. The conduct has the purpose or the effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Section 4.3 Procedure. Sexual harassment or any other behavior which is discriminatory will subject the offending employee to disciplinary action up to and including termination. Employees who believe they have been discriminated against or witnessed discrimination based on any of the characteristics listed above should report the behavior to their immediate supervisor, the Human Resources Officer or the Assistant Director. Confidentiality of reporting parties will be maintained as far as practicable during the investigation but cannot be guaranteed.

Section 4.4 Retaliation. The Board and the Union agree not to interfere with, intimidate, retaliate against or coerce any employee because of the exercise of his/her rights under this Agreement or because of the exercise of his/her rights to become a member, or to refrain from becoming a member, of the Union.

Section 4.5 Remedy. Claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the State of Ohio Discrimination Laws Ohio Revised Code Chapter 4112, or any other similar laws, rules or regulations shall be subject to the grievance and arbitration procedures (Article 10) as the sole and exclusive remedy for violations.

An employee who files a grievance alleging a violation of this Article agrees and understands that he/she is expressly waiving his/her right to any remedy which may be provided by State or Federal statute based on the same or similar cause of action.

ARTICLE 5 NO STRIKE OR LOCKOUT

Section 5.1 No Strike. Neither the Union, nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline up to and including termination.

Section 5.2 Union Pledge. The Union recognizes that the Employer is responsible for and engaged in activities which are the basis of the welfare of its patrons and of society and that any violation of this article would give rise to irreparable damage to the Employer and its patrons. The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to violate this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a manner that will ensure receipt by all bargaining unit employees, that the strike, work stoppage or slowdown, or other interference with normal operations of the Employer is in violation of this

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Agreement, unlawful, and not sanctioned or approved by the Union. The Union shall inform the employees of their obligation to return to work immediately and the potential consequences for continuing the activity.

5.3 **No Lockout.** The Employer shall not lock out any employees.

ARTICLE 6
SEIU REPRESENTATION/BULLETIN BOARDS

6.1 Employee Representatives The Employer shall recognize one (1) employee as Union delegate at each facility for the purpose of administering the Collective Bargaining Agreement, processing grievances and representing employees in disciplinary meetings. The Union will notify the Library, in writing, of the names of the delegates and of any changes that may occur. Time spent by the delegate(s) in grievance handling or disciplinary meetings during regular working hours will be paid by the Library. Delegates shall be permitted to use eight (8) hours of the employee's accumulated, unused vacation, personal or compensatory time per year for training.

6.2 Non-Employee Representative. The Union Representative shall be permitted reasonable access to work areas in order to conduct Union business. The non-employee Union Representative shall be admitted to the Employer's facilities upon prior notice to the Head Librarian or the Human Resources Officer. No Union Representative will interfere with or interrupt the normal duties of any employee during his/her hours of work.

6.3 Communication. The Library's internal mail and email system may be used by the employees.

6.4 **Bulletin Boards** The Library will permit the Union to use designated bulletin boards in a non-public area in each Library facility for posting of Union materials and used for such information as meeting notices, election notices, notices of appointment to Union offices and Union social affairs. Bulletin boards shall not be used for communications or announcements that are personal, political or controversial in nature.

6.5 **Negotiations and Training** Negotiations shall be at agreed times and dates. Employees who are on the Union's team, not to exceed five (5) employees on the main negotiating team, and up to three alternates, exclusive of the SEIU District 1199 Union Representative, shall be granted paid release time to attend sessions, but not to exceed their budgeted hours per pay period. Alternate delegates may participate when a negotiation team member is not able to attend. Paid release time per negotiation session shall be a maximum of thirty-five (35) hours.

6.6 Agreement The Library shall provide a copy of this Agreement to bargaining unit employees at the new employee orientation. Costs of printing the Agreement

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shall be borne equally by the parties.

6.7 Union Leave At the request of a labor union official, leaves of absence without pay or may use paid benefit time, not to exceed a total of forty (40) hours per calendar year, shall be granted to bargaining unit members selected for a union office who request to attend a union convention or perform other functions on behalf of the Union. The bargaining unit member requesting such leave must notify her/his supervisor seven (7) days in advance of the start of the requested leave.

6.8 Meeting Room Usage The Union may schedule meetings at Library facilities during open hours in accordance with the same rules and regulations as apply to other public groups.

The union may use a library meeting room after hours up to twelve (12) times each year for meetings; in addition, a ratification meeting may be scheduled when needed. The meetings will be scheduled through the Deputy Director by a designated Union Representative.

Scheduling will include designation of a staff member who will be responsible for security and closing the building when the meeting is over. The Library can require the Union to change the meeting date or place if the room is needed for a Library program.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Management Rights. The Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Greene County Public Library system as such rights existed prior to the execution of this Agreement, excepting solely such modifications as are made by the express provisions of this Agreement. The rights of the Employer shall include, but shall not be limited to, the right to determine the facts which are the basis of management decisions; to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Employer's operations, its employees and its service to the citizens using the facilities and services of the Greene County Public Library system, and including but not limited to the following:

- A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the library system, standards of services, its overall budget, utilization of technology and organizational structure;
- B. To select and determine the number and types of employees required; to manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, reward, lay off and recall, or to discipline, up to and including termination, for just cause and to relieve employees from duty in accordance with the Employer's

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operational needs;

- C. To determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and standards of quality and performance to be maintained by the employees of the system; Maintain and improve the efficiency and effectiveness of the Board's operations;
- D. To determine the overall methods, process, means or personnel by which library operations are to be conducted, the right to manage and determine the location, type and number of physical facilities, equipment, programs and work to be performed;
- E. To determine the size, composition and adequacy of the workforce, to establish, alter or change work schedules, to determine the necessity for overtime and any amount required thereof; to establish, modify, consolidate and to determine staffing patterns, including but not limited to, the assignment of employees, qualifications required and areas worked;
- F. To determine the overall mission of the Greene County Public Library system;
- G. To take actions to carry out the mission of the Board;
- H. To determine and from time to time re-determine the number, locations and relocations and types of its employees, or to discontinue any location and number of employees; and to manage and maintain the facilities including but not limited to, grounds, roadways, buildings and other property owned and/or operated by the Board.
- I. To promulgate and enforce Employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management, provided such rules or regulations are not inconsistent with the term of this contract;
- J. To maintain the security of records and other pertinent information in accordance with law;
- K. To determine and implement necessary actions in emergency situations.

7.2 Reservation of Rights. In addition, the Union and the employees agree that the Employer hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed or invested in it by the Laws and Constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem

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necessary, and as they apply to employees represented by the Union, shall be limited only by the express, written terms of this Agreement.

**ARTICLE 8
CONFLICT AND AMENDMENT**

Section 8.1 Conflict of Law. This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State Laws. Should any provision or provisions of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 8.2 Invalidation. In the event of invalidation of any portion of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by mutual agreement.

Section 8.3 Amendments. Amendments and modifications of this Agreement may be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and the Board.

Section 8.4 Items Not Specified. Where this Agreement makes no specification about a matter, the Board and its employees are subject to all applicable Federal, State and local laws or Board policies pertaining to the wages, hours, and terms and conditions of employment for Library employees.

Section 8.5 Opportunity to Negotiate. In addition, the parties agree that each had the unlimited opportunity during the negotiations which resulted in this agreement to make proposals and negotiate regarding any subject matter not removed by law from collective bargaining. Therefore, for the life of this agreement, each party unqualifiedly waives the right to negotiate, and each agrees that the other party shall not be obligated to negotiate, with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects may not have been within the knowledge or contemplation of the parties during the negotiations.

**ARTICLE 9
LABOR-MANAGEMENT COMMITTEE**

Section 9.1 Purpose. The Union and the Library shall jointly establish a Labor-Management Committee, which shall consist of six (6) members, three (3) appointed by the Library Administration and three (3) appointed by the Union. Members shall represent the party appointing them and may be replaced from time to time. Committee members will be permitted to conduct research and perform other committee related tasks as directed by the

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Committee during working hours. The Committee shall establish its own procedures and meet regularly at mutually agreeable times to discuss and investigate problems of mutual concern. If a meeting occurs during an employee's regularly scheduled work hours, the employee will be released from his/her regular duties to attend the meeting.

Section 9.2 Meeting Request. Either party may request a meeting to resolve issues of concern to both parties. The party requesting the meeting shall prepare an agenda and provide the other party a copy of the agenda forty-eight (48) hours prior to the meeting time.

Section 9.3 Meeting Topics. Topics which are appropriate for consideration by the Labor/Management Committee include, but are not limited to: training, staffing, workloads, part-time health benefits, evaluations, job descriptions, the impacts of technological changes.

**ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 10.1 Preamble/Definitions.

- A. The grievance procedure is recognized as an efficacious means of resolving conflicts and finding solutions to problems. No employee shall be subjected to any form of retaliation for initiating grievance proceedings.
- B. "Day" as used in this procedure means a calendar day.
- C. "Grievance" is defined as an allegation that there has been a breach, misinterpretation, or improper application of any term(s) or provision(s) of this Agreement.
 - 1. Claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the State of Ohio Discrimination Laws Ohio Revised Code Chapter 4112, or any other similar laws, rules or regulations shall be subject to the grievance and arbitration procedures (Article 10) as the sole and exclusive remedy for violations.
 - 2. An employee who files a grievance alleging a violation of Article 4, Non-Discrimination agrees and understands that he/she is expressly waiving his/her right to any remedy which may be provided by State or Federal statute based on the same or similar cause of action.
- D. "Grievant" shall be defined as any bargaining unit member or group of bargaining unit members adversely affected by a breach, misinterpretation or improper application of any term or terms of this Agreement. A "class grievance" is a grievance which is presented by two or more employees involving a problem common to the group grieving. If a class grievance is filed, all adversely affected members must be identified when the grievance is filed. All grievants will be bound by the outcome of the grievance.

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Section 10.2 General Provisions All grievances shall be written on the Grievance Form. If the Grievance Form is not used the grievance must contain the same information as is required on the Form.

This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement. All settlement agreements will be reduced to writing and signed by the Union's representative, the grievant and the Employer's representative. All settlement agreements are final and binding on the parties.

Section 10.3 Time Limits It is the intention of the Employer and the Union that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful response at each step, however, designated representatives of the Union and the Employer may mutually agree, in writing, at any step, to an extension of time for any response or appeal. Any step in the Grievance Procedure may be skipped on any grievance by mutual, written, consent. In the absence of such mutual agreements a grievance, which is not timely presented at the initial step of the procedure, will not be considered a grievance and need not be heard by the Employer. If the Union or the aggrieved bargaining unit member fail to timely advance a grievance to the next step in the procedure the grievance is considered settled in accordance with the Employer's most recent response. If the Employer fails to timely respond to a grievance the Union may advance the grievance to the next step in the procedure. Extensions shall not be unreasonably withheld.

Section 10.4 Steps It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances. Responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest possible step.

In some situations the Immediate Supervisor is the Head Librarian or Department Head, in those situations, the employee may present the grievance to the Director if it is not resolved at Step 1.

In furtherance of this objective, the following procedures shall be followed.

A. Step 1 Immediate Supervisor A bargaining unit member who believes that a specific provision of this Agreement has been interpreted or implemented incorrectly must orally identify such matter to his/her immediate supervisor as a potential grievance. The employee is entitled to have a representative (delegate) from the Union accompany her/him in this informal stage, if desired. The employee is encouraged to discuss the issue with a Union delegate. If the grievance is resolved at this step, no further action shall be taken.

B. Step 2 Head Librarian or Department Head In the event the grievance is not resolved at Step 1, the grievance shall be reduced to writing and signed by the employee and her/his Union representative and filed with the employee's next level supervisor (generally the Head Librarian or Department Head) within twenty-one (21) days of the date of the event or occurrence giving rise to the grievance.

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The supervisor will hold a meeting within seven (7) days with the employee and, if the employee desires, the Union delegate. The supervisor will respond, in writing, within seven (7) days of the meeting.

C. Step 3 Director If the grievance is not resolved at Step 2 the grievant may present the grievance, in writing (along with all correspondence) within seven (7) days of the Head Librarian or Department Head's response to the Director. The Director reserves the right to appoint a designee in each case.

The Director/designee will hold a meeting within seven (7) days with the employee and, if the employee desires, the Union delegate. If the grievant desires Union representation he/she will notify the representative of the date and time of the meeting and notify the Director/designee which Union representative will be attending.

The Director/designee will respond to the bargaining unit member in writing within seven (7) days of the meeting with copies to the Union delegate and the District 1199 office.

Step 3 (A) – Grievance Mediation. If the parties agree at any point during the Grievance Procedure to submit the grievance to Mediation, they shall notify either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB) of the need for a mediator and the desire to hold a mediation session within ten (10) days of the notification. The parties shall select a mutually agreeable date. If the parties cannot agree upon a date, the mediator shall select the date, and both parties will abide by this selection.

The Mediation meeting shall be informal, with no briefs, transcripts or formal rules of evidence. Each party shall present its case to the mediator, who shall attempt to mediate the grievance after hearing the facts from both parties. Any settlement reached through this process shall be non- precedent-setting.

If no resolution comes from the mediation process (or if SERB or FMCS declines to mediate the grievance), the Union may proceed to the next step.

D. Step 4 Arbitration If a grievance is not resolved at Step 3, the grievance may be submitted to binding arbitration. The Union shall submit a written notice to the Director of the Union's intent to arbitrate the grievance within thirty (30) days following the date of the Step 3 response. Failure to request arbitration in a timely manner shall render the grievance settled in accordance with the Step 3 response.

After receipt of a request to arbitrate the grievance from the Union, the parties will mutually request a panel of arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Either party may reject the entire panel of arbitrators once for each grievance appealed to arbitration. If neither party rejects the list the parties will alternately strike names from the list, with the Union being the first to strike, until one arbitrator remains. That arbitrator will be assigned to hear the grievance.

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Section 10.5 Expedited Arbitration. The parties agree to submit grievances involving the following issues to expedited arbitration, pursuant to FMCS guidelines.

- Individual pay grievances
- Individual leave grievances
- Scheduling grievances
- Such other grievances as are mutually agreeable to both the Union and the Library

Two or more grievances may not be joined or consolidated for hearing by an arbitrator except by agreement of the parties.

Section 10.6 Prearbitration Meeting. Either party may request, in writing, a prearbitration meeting. The purpose of the meeting is to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. A meeting may be requested at least thirty (30) calendar days after the appeal to arbitration. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless the parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the prearbitration meeting.

If this pre-arbitration process is utilized, any documentation or witness lists not exchanged through this procedure cannot be used in the arbitration hearing and the arbitrator shall not allow any documents or witnesses not previously provided or listed.

Section 10.7 Authority Of Arbitrator. The arbitrator shall have no authority or power to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall have no authority or power to establish any wage or rate of pay not contained in this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances within the definition contained in Section A of this Article. The arbitrator has the authority to determine arbitrability. The arbitrator's decision is final and binding on the parties subject to the provisions of Ohio Revised Code § 2711.

The arbitrator shall be requested to render his/her decision in writing. The decision shall be rendered as quickly as reasonably possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

Section 10.8 Arbitration Expenses. The cost of the arbitrator shall be divided equally between the parties. The expenses of any non-employee witness shall be borne by the party calling him/her. The party asking for one shall pay the fees of the court reporter. Such fees shall be split equally if both parties desire a reporter or request a copy of any

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transcript.

Section 10.9 Witnesses. The aggrieved bargaining unit member and any employee witnesses subpoenaed by the Arbitrator will be excused from their regular duties during their participation in the hearing if the hearing is held during their regularly scheduled hours of work. In no case will a bargaining unit member receive payment for participating in an arbitration proceeding that is held outside of his/her regularly scheduled hours of work.

Section 10.10 Release for Grievants. Meetings described in this Article shall be attended on paid time if they coincide with the schedules of the grievant and Union delegate. The employees are required to notify their supervisors of the date and time of any meeting as soon as it is scheduled. The Employer shall not incur any overtime expense as a result of this provision.

Section 10.11 Indemnification The Union agrees to indemnify and hold the Employer, its officers or employees harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination against the Union.

ARTICLE 11 VACANCY AND SHOW OF INTEREST

Section 11.1 Posting. The Employer retains the exclusive authority to determine when a vacancy exists. The Employer shall post internally via email to all staff any and all permanent vacancies within the bargaining unit's classifications for ten (10) calendar days.

The notice of vacancy will provide the classification, grade, salary range, minimum qualifications, location, department, normal days and hours per pay period and deadline for application. Bargaining unit employees have ten (10) calendar days from the first day posted to express an interest in the vacant position.

Section 11.2 Allocation of Vacant Hours. Changes in hours for part-time staff will be subject to the provisions of section 21.2. The Employer may consider increasing or decreasing the hours of a part-time employee within the same classification and department prior to posting a vacancy. If more than one part-time bargaining unit employee within the same department and classification of a vacancy is interested in increasing hours and is available to work the scheduled hours based on the needs of the Employer, the most senior bargaining unit employee will be offered the increase in hours consistent with the standard number of budgeted hours per pay period for part-time staff.

Section 11.3 Application. Interested employees shall make written notice or application in response to the posting and will provide whatever supporting

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documentation may be required. The Employer will screen all applications and will consider all employees found to be qualified and eligible.

Section 11.4 Interview. All qualified internal applicants must be offered an interview for a vacancy in the bargaining unit. To be considered for an interview for professional bargaining unit vacancies, internal candidates must be within one year of completion of the required degree.

Section 11.5 Right to Hire. The Library reserves the right to hire the candidate it deems to be the best qualified to fill the vacant bargaining unit position, which may include internal and external candidates.

Section 11.6 Qualified Candidates. The selection of the most qualified candidate shall be based solely on job related criteria, including experience, knowledge, skill, training, tenure at Greene County Public Library and past performance. The degree requirement may be waived for internal candidates with a hire date prior to May 21, 2010, and the equivalent experience, skills, knowledge and abilities. If the top two (2) internal candidates' qualifications are roughly equal, the candidate with the most seniority shall be selected. All actions in filling vacant positions in the bargaining unit will be taken in accordance with the Library's Affirmative Action Plan and the Americans with Disabilities Act of 1990.

Section 11.7 Hiring Decision. The Library will send the Union notice of the successful applicant after the applicant has accepted the position. An applicant who does not receive a vacant position or interview may request a conference with the Human Resources Officer to receive an explanation of the reasons the applicant was not selected.

ARTICLE 12 PROBATIONARY PERIOD

Section 12.1 Initial Probation. Each new employee shall serve an initial probationary period of one (1) year. Employees in their initial probation may be terminated at will, and such termination shall not be subject to the grievance procedure.

Section 12.2 Training. Probationary periods are training periods. Employees shall be given a copy of their job descriptions on their first day of their new job. The Library shall designate a supervisor who shall be responsible for implementing a training plan.

A review of the employee's work performance shall be made approximately midway through the initial probationary period as well as at the end of it. This Appraisal is completed by the immediate supervisor.

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Section 12.3 Promotional Probation.

12.3.1 Upon promotion or voluntary transfer, employees enter a new probationary period which is half the length of the initial probationary period for that classification. If an employee does not perform satisfactorily in the new position or does not complete the required degree within one year, then:

12.3.2 If a determination of unsatisfactory performance of the newly promoted or transferred employee is rendered by the Library before her/his former job position is filled on a permanent basis, or the employee does not complete of the required degree within one year of appointment, the employee shall be promptly returned to the position she/he held immediately before the promotion or transfer. The employee shall keep all seniority she/he had accrued and shall return to the rate of pay she/he had previous to the promotion or transfer.

12.3.3 If the determination of unsatisfactory performance by the newly promoted or transferred employee is rendered by the Library after her/his job position is permanently filled, or the employee does not complete of the required degree within one year of appointment, the employee shall be promptly returned to a similar position.

Section 12.4 Right to Return. During the promotional probationary period, employees may elect to return to their previous position if it is still vacant. The returned employee shall serve no new probationary period and shall be returned the to the salary rate of the previous position.

**ARTICLE 13
PERFORMANCE EVALUATIONS**

Section 13.1 Purpose. Performance evaluations shall be used for the development of staff members. They shall be goal oriented; a way to evaluate training needs and help with career planning. They shall not be used as a substitute for disciplinary action. The evaluations shall be substantiated with specific and relevant examples of an employee's performance.

Section 13.2 Modifications. Prior to updating the performance evaluation system, e.g., standards, processes, timing, etc., the Labor- Management Committee will review and offer recommendations.

ARTICLE 14
SENIORITY

Section 14.1 Definition. Seniority is defined as an employee's continuous, uninterrupted service or employment in a regular full-time or part-time position as an employee of the Board since the employee's last date of hire.

1. The following are periods during which seniority does not accrue, but which do not constitute a break in service for which seniority is lost.

- A. Military Leave
- B. A layoff of eighteen (18) months or less
- C. Disciplinary suspension
- D. Unpaid leave of absence
- E. Resignation of one (1) year or less

2. The following conditions constitute a break in service for which seniority is lost.

- A. Termination or removal from employment
- B. Retirement
- C. Layoff of more than eighteen (18) months
- D. Failure to return to work within seven (7) days of recall from layoff
- E. Failure to return to work at the expiration of an approved leave of absence
- F. Resignation from employment of more than one (1) year

Section 14.2 Reinstatement. Employees who separate from the Library, other than a disciplinary termination and return within 12 months of that separation will not lose seniority accrued prior to that separation. Employees who are terminated for disciplinary reasons or who return after 12 months of separation will interrupt continuous service and result in the loss of all prior Library seniority.

Section 14.3 Seniority List. The Employer shall maintain a current seniority list setting forth the present seniority dates for all bargaining unit members. The list will be effective on or after the date of execution of this Agreement. The list shall be posted on its effective date and semi-annually thereafter. This list shall resolve all questions of seniority affecting bargaining unit members. Disputes as to seniority shall be resolved through the Grievance Procedure contained in Article 10 and must be presented by the Union or the bargaining unit member within the time limits set forth in that procedure.

Section 14.4 Same Hiring Date. If the hire dates of two or more employees are

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the same date, their placement on the seniority list shall be determined by the last four digits of each employee's social security number, the highest number having the greatest seniority.

ARTICLE 15
TRANSFERS AND TEMPORARY TRANSFERS

Section 15.1 Permanent Transfers The Library shall have the right to move all or a portion of an employee's hours from one workplace to another in order to meet Library needs, subject to the following provisions:

15.1.1 If the Library decides to transfer an employee from one workplace to another, it shall first seek volunteers in the same pay grade or above at the sending workplace to move all or a portion of their hours as determined by the Library to the receiving workplace. Postings for this position will have job description attached and if more than one employee volunteers, the most senior qualified volunteer will be transferred.

15.1.2 If there are no volunteers at the sending library, the Library shall transfer the least senior bargaining unit employee, in either the classification or title (see Article 2, section A) deemed appropriate by the Library, provided that the transferred employee is qualified to do the work.

15.1.3 Employees transferred under this provision shall not serve a probationary period.

15.1.4 The Library's right to transfer shall not extend to transferring an employee into a vacancy which would otherwise be filled by bidding or recall from lay off.

15.1.5 There shall be no transfers for disciplinary reasons.

Section 15.2 Temporary Transfers. Whenever the Library deems it appropriate, the Library may appoint an employee to fill a vacancy by means of a temporary transfer. During such temporary transfer, the employee will be paid the rate of pay of the classification into which he or she was transferred or her/his regular rate of pay, whichever is higher; provided, however, such temporary transfer exceeds five (5) work days. If the temporary assignment or transfer does not exceed five (5) work days, the employee shall be paid at the rate of her/his regular classification. Temporary transfers shall be limited to three (3) months unless it has been impossible to fill the vacancies through ordinary procedures during that period. At the end of the temporary transfer, the employee shall be returned to her/his former classification. In no event will a temporary transfer be made for disciplinary purposes.

15.2.1 Should a temporary transfer require that an employee be assigned to another branch of the Library for a period in excess of five (5) work days, such transfer shall be accomplished by first seeking volunteers. If there are no volunteers at the sending library, the Library shall transfer the least senior bargaining unit employee, in either

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classification or title (see Article 2, section A) deemed appropriate by the Library, provided that the transferred employee is qualified to do the work. In the event a temporary transfer does not involve assignment to another location, the Library may effect such temporary transfer by assigning an employee whom the Library deems appropriate.

15.2.2 The Library's right to make temporary transfers shall not be exercised in such a fashion as to undermine the job bidding requirements of this Collective Bargaining Agreement pertaining to permanent vacancies.

ARTICLE 16 DISCIPLINARY PROCEDURE

Section 16.1 Discipline. The Library shall not discipline or terminate any employee without just cause.

Section 16.2 Progressive Discipline. The Library agrees to the tenets of progressive and corrective discipline. Disciplinary action may include, but is not limited to:

1. Verbal warning/reprimand*
2. Written warning/reprimand*
3. Suspension with pay
4. Working suspension (suspension in personnel file but employee continues to work)
5. Suspension without pay (or, upon mutual agreement between the Employee and the Library, forfeiture of paid vacation in lieu of a suspension without pay)
6. Demotion
7. Termination of employment

*For the purposes of this article, warnings and reprimands are identical actions.

Employees will be afforded an opportunity to correct their behavior through the Employer's use of progressive discipline. However, the parties recognize that offenses vary in their severity and that circumstances may require that more severe disciplinary action, e.g., a suspension or termination, may be implemented for a first offense.

It is desirable and encouraged that all disciplinary issues be resolved at the lowest administrative level consistent with the scope of the problem.

Section 16.3 Union Representation. Employees shall have the right to Union representation at all steps of the disciplinary procedure. Employees have the right to appeal disciplinary actions through grievance procedure provided for in this agreement.

Section 16.4 Pre-disciplinary Meeting. In the event discipline is proposed, the employee shall receive three (3) weekdays written notice that a pre-disciplinary meeting will take place. The written notification will state the nature of the offense

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and the proposed action, advise the employee of her/his right to union representation, including his/her ability to waive such pre-disciplinary meeting and/or representation, and set a date and time for the meeting. If the date and time are not mutually agreeable, the supervisor and the employee shall arrange another date and time, but in no case will the meeting be delayed for more than twenty-four (24) hours. **Section 16.5 Rebuttal.** All employees shall have the right to attach a written rebuttal to all documents relating to disciplinary action.

Section 16.6 Intervening Discipline. Provided no intervening discipline has occurred for two (2) years following the date of issuance of a written disciplinary action, the disciplinary action will not be used for purposes of determining progressive discipline, nor will it be used against an employee being considered for a promotion.

**ARTICLE 17
PERSONNEL FILES**

Section 17.1 Inspection. Each employee shall have one official personnel file, housed in the central Human Resource office. Employees may inspect their personnel files at that office by making an appointment with the Human Resource Officer.

Section 17.2 Items. Only work related items will be maintained in employees' files. All employees will be provided one (1) copy of any item, except Personnel Action Notification forms, placed in their personnel files. Upon an employee's request, the Library shall copy other items contained in the file.

Section 17.3 Submissions. All items placed in the employee's personnel file shall contain the initials of the Administrator who authored or authorized the document to be placed in the file. Employees may submit commendations, letters of merit, and other complimentary community awards or certificates for inclusion in their personnel files when those documents are work related; documents deemed not work related will be returned to the employee.

**ARTICLE 18
CLASSIFICATION SYSTEM AND EMPLOYEE APPEALS**

Section 18.1 Employee Appeals

18.1.1 An employee who believes, based on documentation, that her/his duties and responsibilities are more appropriately placed in a different classification will request a review by the Human Resources Officer. The request, along with the documentation, will be submitted in writing with a copy to the employee's immediate supervisor.

18.1.2 The Human Resources Officer will conduct an investigation and make a recommendation to either reclassify the position or change the employee's job duties to conform to the classification specifications and job description. The

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Human Resources Officer will inform the employee in writing of his/her recommendation and provide a copy to the union within thirty (30) days of receipt of the request.

18.1.3 The employee may appeal the recommendation of the Human Resources Officer to an *ad-hoc* committee composed of three representatives chosen by management and three representatives chosen by the union. Both the employee, who may be assisted by his/her union representative and the Human Resources Officer will make presentations to the committee. Employees who are on the committee or who make presentations to the committee will be released from their regular duties if the meeting is scheduled during the employees' regular hours. The *ad-hoc* committee will have at least one person from each party who works in or supervises the department or classification in question. At least two (2) people on the *ad-hoc* committee from each party will receive training prior to serving.

18.1.4 The recommendation of the *ad hoc* committee will be made within thirty (30) days of the appeal. The recommendation of the *ad-hoc* committee, or if there is no committee recommendation, the recommendation of the Human Resources Officer will be presented to the Board of Trustees for approval at the next regularly scheduled meeting if the recommendations were made more than ten (10) days prior to a regular meeting.

18.1.5 If the reclassification results in assignment to a higher pay grade, the new wage rate shall be the minimum of the new pay range or a 3% increase over current levels, whichever is greater. Such pay adjustment shall become effective on the date the employee submitted the reclassification request.

Section 18.2 New Classifications. At the time new job titles or positions within this unit are created, the Library shall meet and confer with the Union on the appropriate pay grades.

ARTICLE 19 WORK RULES AND INFORMATION ORDERS

Section 19.1 Responsibility. The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Greene County Public Library system, provided such work rules, policies and standards of conduct are not inconsistent with the terms of this Agreement. The parties also recognize that all employees are subject to and responsible for the implementation of statutory and administrative rule provisions, which may not necessarily be included in the Board's rules and regulations.

Section 19.2 Notification. The Employer agrees that new or revised work rules and directives shall be made available first to the Union and then to the members at least one month in advance of their implementation.

Section 19.3 Emergencies. The parties recognize that all rules and all provisions of this Agreement are subordinated to emergency situations as those may occur.

ARTICLE 20 PROFESSIONAL DEVELOPMENT

Section 20.1 Professional Affiliations. Membership by all staff in the Ohio Library Council is encouraged but not required. Support of its activities promotes better libraries and better working conditions throughout the State. The Library will pay 100% of the basic membership fee for the bargaining unit members.

Section 20.2 Attendance at Professional Meetings.

20.2.1 Staff members wishing to attend meetings, conferences and workshops sponsored by professional library-related organizations shall, if approved for attendance, be allowed paid release time for this purpose.

20.2.2 If approved, the Library shall pay the registration fees, travel, accommodations, per diem and meal expenses incurred by staff members attending conferences and professional library or library-related organizations in accordance with Library policy. Mileage shall be reimbursed at the IRS rate.

Section 20.3 Required Training. Any training required by the library shall be paid for by the library, including paid release time to attend, registration fees, travel, per diem, etc.

Section 20.4 Formal Education.

20.4.1 Time to take classes. Supervisors shall make every effort to cooperate in arranging schedules so that employees desiring to continue their education may be able to do so. Educational leaves of absence to pursue Library Science degrees may be granted pursuant to leave provisions in Article 31.

20.4.2 Educational Reimbursement. Any employee with at least one year seniority at the library is eligible for tuition reimbursement in accordance with Library policy for courses which will increase competency in the employee's current position or help them become eligible for advancement at the Library. Employees pursuing an ALA-accredited Masters Degree in Library/Information Science or qualifying graduate level education will be eligible for reimbursement for the cost of tuition, laboratory fees and books to a maximum of \$2,200 annually. Employees pursuing other qualifying education are eligible for reimbursement to a maximum of \$1,650 annually. If usage exceeds available funds, the issue may be addressed through the Labor-Management Committee. Approval must be granted in advance and shall not be unreasonably denied. An employee who feels that his/her request has been unreasonably denied may bring the issue to the Labor-Management

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Committee.

Employees who voluntarily leave employment with the Greene County Public Library within twelve (12) months of completion of a course for which reimbursement was granted are required to pay back the funds received under this section within the twelve (12) months prior to the resignation.

20.4.3 Upon completion of an ALA-accredited Masters in Library/ Information Science or qualifying graduate level education, employees currently in pay grade 14 or above may submit proof of completion in order to be reclassified to a pay grade 21 in accordance with Article 37. An employee who feels that his/her request has been unreasonably denied may bring the issue to the Labor Management Committee.

**ARTICLE 21
HOURS OF WORK – OVERTIME**

Section 21.1 Purpose. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek as necessary to promote efficiency or improve services, or from establishing the work schedules of employees. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act and shall not be construed as a guarantee of hours of work per day or per week.

Section 21.2 Work Hours. A workday for full-time employees shall normally consist of eight (8) hours exclusive of an unpaid meal period of at least thirty (30) minutes.

Full-time Staff. Normally, each full-time staff member works a five (5) day, forty (40) hour week. Evening and weekend work may be required of any member of the staff.

Part-time Staff. Part-time employees shall be hired for a standard number of hours per pay period. These hours shall not be increased or decreased without mutual agreement between the employee and the Library.

The workweek begins at 12:01 am Sunday and ends at 12:00 am Saturday.

Section 21.3 Eligibility. Bargaining unit employees who are not exempt from the provisions of the Fair Labor Standards Act will be paid one and one-half their normal hourly rate for all hours actually worked beyond forty (40) hours in a work week. Overtime must be approved by the employee's immediate supervisor prior to the employee actually working.

Only hours actually worked are counted for the purpose of computing an employee's

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eligibility for overtime pay. There shall be no pyramiding of hours or pay.

Section 21.4 Overtime and Compensatory Time. Non-exempt employees who work in excess of forty hours in any workweek shall be compensated at the rate of one and one-half times their normal rates of pay. Employees shall have the option of receiving compensatory time at the rate of one and one-half times the extra hours worked instead of overtime pay. Compensatory time may be taken at a time mutually convenient to the employee and her or his supervisor. Full-time employees may not accrue more than forty (40) hours of compensatory time. Part-time employees may not accrue more than a pro-rated amount based on the number of annual hours.

Exempt employees who work more than forty (40) hours in a workweek shall be compensated at the rate of one (1) hour of compensatory time for each extra hour worked, subject to the limits stated above.

Section 21.5 Schedules. Work schedules of days and hours to be worked shall be posted in each division, department, or Community Library. Once posted, schedules shall not be changed without the supervisor's approval. An employee who wishes to make a change may do so by mutual agreement with another staff member and with the approval of the appropriate supervisor.

Section 21.6 Breaks. Staff shall be given two (2) paid breaks not to exceed fifteen (15) minutes each during the course of a normal eight (8) hour work day. A staff member working four (4) or more hours but less than eight (8) hours during a day is entitled to one (1) such break. Staff working less than four (4) hours do not receive paid breaks.

Section 21.7 Sunday Hours. All Sunday hours will be compensated as pay or comp time at time and a half regardless of the employee's status as full or part time. All hours worked on a Sunday are considered in addition to the regular workweek.

Comp Time for Sundays worked at the community libraries may be earned once a month; other Sundays worked during that month will be paid at time and a half.

Time worked on Sundays may not be used to increase any benefits earned based on hours worked, e.g., vacation and sick leave beyond the maximums set forth in this Agreement. Benefit time will not be charged when employees are unable to work scheduled hours on Sunday.

The Labor-Management Committee will meet to discuss how Sunday hours will be scheduled.

ARTICLE 22
HEALTH AND SAFETY

Section 22.1 Responsibility. It is the responsibility of the Library to provide adequately clean, safe, and healthful working conditions, equipment, and methods for employees, and to follow and abide by all federal and state statutes that govern the health and safety of the employees. The Library will bring health and safety concerns to the owner of the facility when the Library is not the owner.

Section 22.2 Reporting. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to take reasonable steps to provide safe working conditions and working methods for the employees. All working conditions believed to be unsafe must be reported to the employee's supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will attempt to correct any which are found and see that all employees follow safe working methods. The supervisor will respond to the employee reporting the condition.

Health and safety issues may be referred to the Labor-Management Committee, outlined in Article 9, for review.

ARTICLE 23
REDUCTION IN FORCE

Section 23.1 Notification. In the event a layoff is necessary due to lack of work, lack of funds or reorganization, the Employer will notify the Union and all affected employees as far in advance of the actual layoff as possible. The Union shall be given written notice of an actual layoff thirty (30) days prior to the anticipated effective date and the employee(s) shall be given written notice fourteen (14) days in advance of the anticipated effective date.

Section 23.2 Meeting. The Library shall meet and confer with the Union to discuss alternatives to layoffs twenty-one (21) days prior to the actual layoff. Prior to this meeting, the Library shall provide the Union with a current seniority list, the reason for the reduction in force, a copy of the organizational chart for the department, and a copy of the departmental budget. The Library shall maintain a layoff list and shall supply this list to the Union once a month, if changes have occurred. The list shall contain the employee name, date of layoff, classification, job title and date of recall.

Section 23.3 Procedure. Layoffs within the affected job titles will be in order of seniority, with the employee with the least seniority in the job title to be the first to be laid-off. The least senior employee in an affected job title may choose to accept the lay-off, or may choose to exercise her/his "bumping rights" in the following order:

23.3.1 The employee may accept appointment to a vacant position in his/her pay

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grade, provided the employee meets the minimum qualifications for the position. Librarians may accept positions in pay grades 14-21 for which they are qualified and will remain at their current rate of pay.

23.3.2 The employee may displace the employee with the least seniority in another job title in the laid-off employee's pay grade, provided the displaced employee has less seniority than the laid-off employee and the laid-off employee meets the minimum qualifications for the position.

23.3.3 The laid-off employee may accept appointment to a vacant position in the next or successively lower pay grades, provided the laid-off employee meets the minimum qualifications of the position.

23.3.4 The employee may displace the employee with the least seniority in another job title in the next lower pay grade for which he/she is qualified, provided the displaced employee has less seniority than the laid-off employee and the laid-off employee meets the minimum qualifications for the position. If there are no employees in the next lower pay grade with less seniority than the affected employee, or the employee is not qualified for the position of the next lower pay grade, the process continues down through the classification system until the affected employee reaches a position for which their seniority and qualifications allow them to continue working, except that an employee in pay grades 24-16 may not bump into or displace an employee below pay grade 14 and an employee in pay grades 15-10 may not bump into or displace an employee below pay grade 9.

An employee who bumps into a lower pay grade will be placed at the same step within the new pay grade.

The Library and the Union will meet to re-distribute the hours among employees in each affected job title. Employee seniority and minimizing disruption to the system shall be primary considerations.

Laid-off employees may work as substitutes or Library Aides without jeopardizing their recall rights.

Section 23.4 Recall. Recall from layoff will be made in reverse order of layoff. Employees retain recall rights for eighteen (18) months. Laid-off employees will be notified of all vacancies and shall be recalled to the first vacancy in her/his classification and or a dissimilar classification in the same or lower grade level for which s/he is qualified, in which case the employee must inform the Human Resources Officer that the employee believed she/he meets the minimum qualifications for the position. If the position would be a promotion, the employee may apply for the position. A lay-off of more than eighteen (18) months constitutes a break in service for which seniority is lost. Notice of recall will be sent by certified mail to the employee's last address of record. Each employee is responsible for notifying the employer, in writing, of any change in address during the layoff period. An employee

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who fails to contact the employer for a return to work date within seven (7) days of receipt of the recall notice will be deemed to have voluntarily resigned his/her employment. An employee recalled under this provision shall not serve a probationary period, provided he or she completed his or her initial probationary period.

ARTICLE 24 VACATION

Section 24.1 Eligibility. Vacation with pay is granted to all regular full-time and regular part-time employees who are scheduled to work at least ten (10) hours per week. Employees are eligible to earn vacation effective with their first day of employment as regular full-time or regular part-time employees and are entitled to use vacation after thirteen (13) pay periods of employment.

Section 24.2 Separation. Employees who are dismissed or resign within the first (13) pay periods of employment will not receive vacation time or pay. Upon termination of employment employees will receive payment for all earned, unused vacation at the employee's current rate of pay.

Section 24.3 Maximum Accrual. Vacation time may be accumulated up to 125% of the amount the employee is eligible to accrue in one calendar year.

Section 24.4 Usage. Vacation leave may be used in increments of one-half of one workday. Each employee is responsible for informing the payroll clerk in the event approved vacation is not used.

Section 24.5 Accrual. Vacation leave will accrue as follows:

Full-time employees hired before February 8, 1984, earn vacation at the rate .0770 hours for each hour worked up to a maximum of 4 weeks (160 hours).

Full-time employees hired after February 8, 1984 and assigned to a pay range below Range 21 and all part-time employees (regardless of hire date) earn vacation as follows:

<u>Years of Service</u>	<u>Rate</u>	<u>Maximum</u>
One through Five	.0385 per hour	two (2) weeks
Six	.0577 per hour	three (3) weeks
Seven	.0616 per hour	three (3) weeks +1 day*
Eight	.0654 per hour	three (3) weeks +2 days*
Nine	.0693 per hour	three (3) weeks +3 days*
Ten	.0731 per hour	three (3) weeks +4 days*
Eleven	.0770 per hour	four (4) weeks

* A "day" is prorated for part-time employees based on the number of budgeted annual hours.

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All employees at pay range 21 and 24 earn vacation at the rate of .0770 hours for each hour worked up to a maximum of four (4) weeks.

Section 24.6 Request. All vacation time must be requested in writing on the appropriate form and must be fully approved seven (7) days prior to the start of the vacation. Employees must secure the approval of their immediate supervisor and department head or Head Librarian.

**ARTICLE 25
SICK LEAVE**

Section 25.1 Accrual. Employees shall earn sick leave at the rate of .0462 hours for each hour in active pay status up to a maximum of 960 hours for full-time employees and a maximum of 46% of the annual hours worked for part-time employees. Time in active pay status includes paid vacation, sick leave, holiday, overtime and compensatory time.

Section 25.2 Usage. Sick leave may be used as accrued for the following reasons:

25.2.1 Illness or injury to the employee, including disability during or following pregnancy.

25.2.2 Illness or injury of someone in the employee's immediate family, as defined below, for which the employee's presence is needed. Immediate family includes:

- Spouse
- Parent/Stepparent
- Child/step-child
- Brother/sister Grandparent
- Grandchild
- Mother-in-law/father-in-law
- Person living in the same household

25.2.3 Medical, dental or optical examination or treatment of the employee or member of the employee's immediate family.

25.2.4 To supplement bereavement leave when out-of-town travel is necessary.

25.2.5 Sick leave with pay is granted only after it is earned. If an employee uses all available paid sick leave and needs more time off, the employee shall use accumulated vacation, compensatory time and personal leave balances prior to being placed on leave without pay as stated in Article 30, Family and Medical Leave. However, if the employee is not eligible for Family and Medical Leave, the employee may retain up to one (1) week of vacation and/or one (1) week of sick leave if he/she desires.

25.2.6 Absences due to medical or optical examinations or treatment must be reported to the immediate supervisor as soon as possible and in advance of the absence. Any other absence must be reported no later than one hour prior to the employee's scheduled starting time.

Section 25.3 Catastrophic Incident Sick Leave Donations. Catastrophic incident sick leave donations may be made by other staff members to aid an employee suffering from a catastrophic illness or accident in accordance with the Library's policy. An employee who has completed his/her initial probationary period and who has accumulated at least eight (8) to fifteen (15) workweeks of sick leave credit may donate up to one week's worth of sick leave credit per calendar year for the use of a staff member suffering from a catastrophic illness. An eligible employee with more than sixteen (16) workweeks of sick leave may contribute no more than two (2) weeks of sick leave per calendar year.

Section 25.4 Sick Leave Audit On a quarterly basis an audit will be made of each employee's use of sick leave. Full-time employees who have not used any sick leave since the last such audit and who have been on the active payroll during the entire period will receive two (2) hours compensatory time credit. Part-time employees who receive benefits who have not used any sick leave since the last sick leave audit and who have been on the active payroll during the entire period will receive one (1) hour compensatory time credit.

ARTICLE 26 RETIREMENT

Section 26.1 Terms and Conditions. Employees participate in the Ohio Public Employee's Retirement System (OPERS). Eligibility, participation, contribution and benefit levels are governed by the terms and conditions as established and amended by OPERS. The total compensation payable by the Library to each employee in any period shall be reduced by the amount payable by the Library to OPERS on behalf of the employee (the employee's share) shall be withheld before taxes are calculated.

Section 26.2 Disability. An employee disabled will be governed by the disability retirement provisions of OPERS.

Section 26.3 Severance. Employees retiring under OPERS after five or more years of service with the Library shall receive severance pay for one-half (50%) of their unused sick leave at the time of retirement. In addition, employees are entitled to vacation pay (in the amount of any vacation earned but not taken) provided they have completed 6 months employment. They are also entitled to receive pay for accrued compensatory time up to 40 hours. Unused personal leave or floating holiday accounts will not be paid.

Section 26.4 Deferred Compensation. Employees may also participate in the Ohio Public Employees' Deferred Compensation Program.

ARTICLE 27 BEREAVEMENT LEAVE

Section 27.1 Eligibility. At an employee's request, up to five (5) days of paid bereavement leave are allowed for the death of a member of an employee's immediate family as defined in Article 25: Sick Leave. One (1) day of paid bereavement leave is allowed for the death of relative not included in Article 25. For both full-time and part-time staff, one-day bereavement leaves are for a single calendar day of up to 8 hours, coinciding with the hours for which the employee is scheduled on that particular day. If additional time is needed due to travel, up to two (2) days (one day each way) of sick, vacation, personal or compensatory time may be used.

Section 27.2 Death of Staff Member. If schedules permit, personal, vacation or compensatory time may be allowed during a scheduled working day to attend funerals of current or retired staff and members of their families.

ARTICLE 28 CALAMITY DAYS

Section 28.1 Determination and Notification. The Director or designee, in accordance with Board policy, has sole authority to determine delays in opening or emergency closing of any or all of the facilities of the Library. Monday through Saturday, such information will be reported to the Library's designated call-in number 937-352-4000 by 7:15 AM and by 11:30 AM on Sundays. In addition, the Library will announce closings or delays through local media, the Internet, and telephone. If the Library opening times are changed the LMC will meet to adjust notification time.

Section 28.2 Inability to Report. On any day the facilities are open, employees who are scheduled but unable to report to work due to weather conditions are required to contact their immediate supervisors at least thirty (30) minutes prior to the scheduled starting time or as soon as possible. Such employees shall be granted vacation or use of personal or compensatory time by their immediate supervisors. If the employee has no accrued vacation, personal or compensatory time, the time shall be considered time off without pay. The employee may be permitted to make up the time if scheduling permits.

Section 28.3 Compensation. If it becomes necessary to close a library due to weather or other unforeseen emergency conditions, an effort shall be made to reassign or reschedule employees. If employees are not permitted to report to work due to an emergency closing, or are sent home, they shall be compensated at their regular rate for

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the hours they were scheduled to work. Employees scheduled for vacation leave, sick leave, personal leave, birthday, floating holiday, compensatory time, or other benefit time defined by Library policy on the day of an administrative closing are required to use the benefit as planned. Employees who are to report later in the day will be notified in accordance with paragraph A.

Section 28.4 Essential Personnel. When the library system is closed for an emergency situation and essential personnel are asked to work by Management, those hours will be compensated at time and a half. Essential personnel are defined as staff in the Information Technology and Maintenance Departments, and anyone else directed by Management as needed per occurrence. Essential personnel will be compensated at a minimum of two (2) hours per incident as part of the regularly scheduled hours for that employee on that day. Management will contact the most senior staff member first when scheduling essential personnel.

Section 28.5 Planned Closing. When there are planned closings of specific facilities, (e.g., repairs, renovations, technology, etc.) employees will be notified as far in advance as possible. Employees have the option of either rescheduling their hours within the work week, or within the pay period if such re-scheduling does not result in overtime at either the same facility or another facility within the system, or using available vacation, personal leave or compensatory time, or using leave without pay.

ARTICLE 29

JURY DUTY AND WITNESS DUTY

Section 29.1 Procedure. Staff members must notify their supervisors as soon as possible upon being called for jury duty/witness duty. Employees on jury/witness duty must report for work as scheduled when not required in court. A staff member who spends only part of the day in court should report to work for the balance of the scheduled working day unless there are less than two (2) hours left in the employee's scheduled workday. Staff are entitled to their regular pay while on jury duty/witness duty (except in cases in which the bargaining unit member has a personal interest or is a party to the suit), but they must surrender to the Library the remuneration from the court for those days on which they were scheduled to work. Employees are required to present proof of time and dates spent on jury duty/witness duty.

ARTICLE 30

FAMILY AND MEDICAL LEAVE

Section 30.1 Compliance. The Greene County Public Library will comply with the federal guidelines in accordance to the Family and Medical Leave Act of 1993. For more information, refer to the Personnel Policy Manual or contact the Human Resource Officer.

ARTICLE 31
LEAVES OF ABSENCE WITHOUT PAY

Section 31.1 Intended Use. Leaves of absence without pay are intended for use in circumstances when an absence cannot be covered by accumulated sick leave, personal leave, compensatory time or vacation. Examples of valid reasons for leave of absence without pay include professional education which is directly related to the employee's position, extended vacation, extended medical or disability reasons, including pregnancy and/or childbirth, or for critical personal circumstances.

Section 31.2 Request and Approval. A standard Leave of Absence Request form stating the specific reason for the request must be submitted to the supervisor. All leaves of absence without pay must also be approved in advance by the Director and/or the Board of Trustees. Requests for leaves of absence by employees who are scheduled to work less than 1,250 hours per year for those reasons listed in the Personnel Policy Manual under Family and Medical Leave shall be granted a leave of absence not to exceed twelve (12) weeks. However, this leave is not Family and Medical Leave under either the FMLA or Article 30 and the employee must comply with Library policies regarding leaves of absence.

Section 31.3 Return from Leave. An employee returning from a leave of absence shall be returned to his/her original position. If that position no longer exists the employee shall follow the bumping procedures outlined in Article 23.3. If that position has been filled by an individual who has more seniority than the returning employee the returning employee shall follow the bumping procedures outlined in Article 23.3. The employee displaced by the employee returning to his/her original position shall follow the bumping procedures in Article 23.3.

Section 31.4 Service and Compensation. Credit for the length of service and for benefits status granted prior to going on leave is retained by the employee upon return. The employee is eligible to receive any increases which would have accrued if the employee had been on the job.

Section 31.5 Insurance Coverage. Participation in the Library's group health insurance plans may be continued during leaves of absence without pay. In order to take advantage of this option, it may be necessary for an individual on leave of absence without pay to arrange to make special payment to the Business Office for the health insurance premium. Employees going on leave of absence without pay should check with the Business Office to find out when such payments must be delivered.

**ARTICLE 32
PERSONAL LEAVE**

Section 32.1 Accrual Paid personal leave is granted to all employees at a rate of .0115 hours for each hour worked during the pay period, with an annual maximum of twenty-four (24) hours for full-time employees.

New full-time employees receive eight hours in their personal leave bank when they begin employment. New part-time employees receive this amount pro-rated to the total number of hours they work annually.

Section 32.2 Usage. Personal leave may be used for employee needs not covered by sick leave, such as court appearances, religious observances and holidays, personal and family emergencies, daytime attendance at a child's school function, visits to lawyers or accountants.

Personal leave may not be used in quantities of less than 15-minute increments.

Personal leave days may not be used to extend vacations or holidays without prior approval of the supervisor.

Section 32.3 Notification. As with sick leave, the supervisor must be notified by the employee prior to the employee's use of personal leave.

**ARTICLE 33
HOLIDAYS**

Section 33.1 Closings. All Greene County libraries are closed in all departments on the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Last Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

When any of the above holidays falls on a Sunday, the Library is closed on the following Monday.

Section 33.2 Early Closure. The Wednesday before Thanksgiving and on New Year's Eve, employees normally scheduled to work will be paid for the hours they were scheduled to work if the Library closes early.

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Section 33.3 Floating Holiday. In addition, President's Day (third Monday in February) is a paid holiday on which the Library does not close to the public. Schedules permitting, employees may arrange to take the holiday off, or may arrange to take the "floating holiday" on a date mutually agreed between the employee and the supervisor after the holiday but before the end of the last full pay period of each year. Beginning 2013 and thereafter, the holiday shall be used no later than December 1st of each year. The "floating holiday" must be taken in blocks of at least one-half day.

Section 33.4 Birthday Holiday. A holiday with pay is granted for full-time employees for their birthday. This holiday is pro-rated for part-time employees based on the number of annual hours. The time off must be scheduled in the pay period in which the birthday falls or the pay period following and must be taken in blocks of at least one-half day.

All scheduled holidays must be approved by the employee's supervisor.

Section 33.5 Eligibility. Full-time employees are granted holidays with pay. Part-time employees shall receive holiday pay pro-rated on the number of annual hours. If a holiday occurs during vacation or sick leave it is not counted as vacation or sick leave.

**ARTICLE 34
STAFF PRIVILEGES**

Section 34.1 Fines. Employees have "fine free" status on borrowed library materials, except for express and interlibrary loan items. Employees must pay for lost or damaged items.

Section 34.2 Copies. Employees may make up to thirty (30) copies per month on library copiers free of charge, on the employee's own time.

Section 34.3 Equipment. Employees may use the library fax machines for local faxes and the library e-mail system for personal use, on the employee's own time.

**ARTICLE 35
MILEAGE/PARKING**

Section 35.1 Reimbursement. When employees are required to drive their personal vehicles for Library business, they shall be reimbursed at the current federal standard business mileage rate as determined by the IRS. Parking costs shall be reimbursed by providing a receipt for the amount paid.

Section 35.2 Xenia Parking. Employees who are assigned to work at the Xenia Community Library will be reimbursed annually for the cost of parking in an amount not to exceed \$60.00 per year. An employee who wishes to be reimbursed must submit

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dated receipts to the Fiscal Officer between December 1st and December 15th.

**ARTICLE 36
INSURANCE**

Section 36.1 Eligibility. Health and dental insurance are offered to all full-time employees. Each employee has the option of participating in either or both of the insurance plans if the option is offered by the insurance carrier.

Section 36.2 Health Insurance The Library Board of Trustees pays 80% of the health insurance premium. The employee pays 20% of the health insurance premium. The Library's contribution will be capped as follows, effective April 2016 premium payments:

- \$960 per month for employees taking single (employee only) coverage;
- \$1330 per month for employees taking employee plus children coverage;
- \$1490 per month for employees taking employee plus spouse coverage;
- \$2085 per month for employees taking family coverage.

Section 36.3 Plan Design. Changes to the insurance plans will be discussed with the Labor-Management Committee, subject to Board approval.

Section 36.4 Enrollment. A new employee who wishes to enroll in the health insurance plan must do so within the first thirty (30) days of employment. If an employee chooses not to enroll in the plan because he/she is covered under a different plan and later loses that coverage, the employee may petition the insurance plan provider for enrollment in the Library's plan. In addition, there is an annual thirty (30) day open enrollment period during which any full-time library employee who can prove insurability and who has not enrolled in the Library's plan may do so.

Section 36.5 Contribution. Employee contributions to the health insurance premium are made via automatic payroll deduction. The employee may choose: coverage for him/her self, coverage for self and spouse, coverage for self and children, family coverage. The amount of the employee contribution will depend on the coverage chosen.

Section 36.6 Unpaid Leave. An employee who will be on an unpaid leave of absence for more than thirty (30) days must make arrangements for pre-payment of 100% of the health insurance premium by contacting the Human Resources Officer.

Section 36.7 COBRA. Employees who resign or reduce their hours below full-time may continue health insurance coverage by paying at least 100% of the premium in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"). Employees who are eligible to continue their coverage in accordance with COBRA will be notified by the Human Resources Officer.

Section 36.8 Dental Insurance The Library will pay 100% of the premium for full-time employees who choose to participate in the Library's Dental insurance on the employee-only plan. Part-time employees that work 20 or more hours a week are eligible for dental insurance. Part-time employees must pay a pro-rated share, based on their hours of work for an employee-only plan. All employees must pay the additional cost for any other plan. All employee costs will be made via payroll deduction. A new employee who chooses to enroll in the plan must enroll within the first thirty (30) days of employment. Like the health insurance plan, the employee may choose from four (4) levels of coverage: coverage for the employee only, coverage for the employee and spouse, coverage for the employee and children, or family coverage.

Employees who have waived coverage through the Library because they are covered under another plan may enroll in the Library's plan subject to any waiting period or time penalties.

Continuation of premium payments during an unpaid leave of absence or when the employee is eligible for continuation of coverage under COBRA can be arranged by contacting the Human Resources Officer.

Section 36.9 Life Insurance. The Library will continue to provide life insurance in the amount of \$25,000 for full-time employees.

Article 37
Wages

Section 37.1 Classifications. Bargaining unit employees shall be classified for wage purposes as follows and subject to the limitation set forth below:

Grade 9

Bookmobile Clerk
Circulation Clerk
Processing Clerk
Maintenance Worker

Grade 10

Serials Clerk
Resource Sharing Clerk

Grade 12

Acquisitions Clerk

Grade 14

Outreach Librarian I
Youth Services Librarian I
Adult Services Librarian I
Local History Librarian I
Cataloging Librarian I
Community Information Associate

Grade 15

Youth Services Librarian I (Aide Supervisor)

Grade 16

Stack Manager

Grade 18

Stack Manager/Trainer

Grade 19

Support Specialist

Grade 20

Web Content Specialist

Grade 21

Outreach Librarian II
Youth Services Librarian II
Adult Services Librarian II

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Local History Librarian II
 Cataloging Librarian II

Grade 24

Audio Visual Librarian
 Adult Services Assistant Coordinator

Section 37.2 Wage Ranges. The minimum and maximum hourly wage rate for each pay grade referenced above shall be as follows:

PAY GRADE	MINIMUM	MAXIMUM
9	\$10.37	\$14.25
10	\$10.68	\$14.67
12	\$11.32	\$15.55
14	\$14.57	\$20.02
15	\$15.01	\$20.62
16	\$15.31	\$21.03
18	\$15.92	\$21.88
19	\$16.88	\$23.19
20	\$17.38	\$23.89
21	\$19.05	\$26.18
24	\$20.77	\$28.54

Effective as of the date of the pay increases in 2017 and 2018, the minimum hourly wage rate for each pay grade shall be increased by one percent (1%).

Section 37.3 Wage Adjustments.

- A. Effective the first full pay period after execution of the agreement, each bargaining unit employee employed as of the date of Union ratification and Board approval and who has completed his/her probationary period as of that date shall receive a wage increase of 3 percent (3.0%). Each bargaining unit employee who is in probationary status as of January 1, 2016 shall receive the new minimum rate (1%) and shall receive the difference of the foregoing wage increase (2%) effective the beginning of the first pay period following the successful completion of his/her probationary period.

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Employees that are employed as of the ratification and Board approval of the agreement shall receive a lump sum of 1.5% based on the following formula:

1. Employees employed for all of fiscal year 2015 shall receive the lump sum based on their annual budgeted hours.
 2. Employees employed for a portion of fiscal year 2015 shall receive the lump sum based on regular hours worked plus benefit time.
- B. Effective the beginning of the first pay period on or after January 1, 2017, each bargaining unit employee who has completed his/her probationary period as of that date shall receive a wage increase of 2 percent (2.0%). Each bargaining unit employee who is in probationary status as of January 1, 2017 shall receive the new minimum rate (1%) and shall receive the difference of the foregoing wage increase (1%) effective the beginning of the first pay period following the successful completion of his/her probationary period.
- C. Effective the beginning of the first pay period on or after January 1, 2018, each bargaining unit employee who has completed his/her probationary period as of that date shall receive a wage increase of 2 percent (2.0%). Each bargaining unit employee who is in probationary status as of January 1, 2018 shall receive the new minimum rate (1%) and shall receive the difference of the foregoing wage increase (1%) effective the beginning of the first pay period following the successful completion of his/her probationary period.
- D. Each of the foregoing annual wage increases is subject to the availability of sufficient funds to the Library. During the life of this Agreement, if a Library levy fails or if the certified estimate of revenues to the Library from the Public Library Fund and from the Library's Levy, combined, for any fiscal year declines by more than five percent (5%) compared to the prior fiscal year, then the Library shall have the right to re-open the 2015- 2018 collective bargaining agreement by serving a written notice to negotiate on the Union with a copy to the State Employment Relations Board. In the event the contract is re-opened for such purpose, all subsequent wage increases referenced above shall be cancelled. The re-opener negotiations shall be for the limited purpose of negotiating a revised Article 37. The re-opener negotiations may be expanded to additional articles of the agreement only by mutual agreement of the Library and the Union. If good faith negotiations and mediation fail to produce agreement on open issues, then upon impasse, the Library shall have the right to implement its final offer on the contractual items that were subject to the re-opener negotiations and the remainder of the 2015-2018 collective bargaining agreement shall remain in full force and effect.

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Section 37.4 Promotion. An employee who is promoted will receive a three percent (3%) increase.

Section 37.5 New Hires. New employees are generally hired in at the minimum; however, the Library may, in its sole discretion, hire a new employee in at a rate higher than the minimum depending on the new employee's qualifications as compared to the minimum qualifications for the classification. The Union shall be notified of any such advance rate hiring prior to the new employee's hire date.

Section 37.6 Reclassification. An employee in pay grade 14 or above will be reclassified to a pay grade 21 upon completion of earning an ALA-accredited Masters in Library/Information Science or a Master's Degree from an accredited university in an area that relates to your position at the Library. Upon certification of the earned degree, employees will be placed at the step of the new pay range that provides at least a three percent (3%) increase beginning the first full pay period after the date of submission.

**ARTICLE 38
DURATION OF AGREEMENT**

Section 38.1 Schedule for Negotiations. On the first Monday in August of the year the Agreement expires, representatives from the Union and the Library will establish a schedule for negotiations.

Section 38.2 Effective Dates. Except as otherwise noted herein, this Agreement shall become effective on February 1, 2016 and shall remain in full force and effect until November 8, 2018.

In Witness Whereof, the parties have hereunto set their hand this 18th day of March, 2016.

For the Greene County Public Library

Handwritten signature of Karl Colón in black ink, written over a horizontal line. The signature is stylized and includes the word "Director" written in a smaller font at the end.

Karl Colón, Director

3/18/16

Date

For SEIU, District 1199

Handwritten signature of Becky Williams in blue ink, written over a horizontal line. The signature is stylized and includes the word "President" written in a smaller font at the end.

Becky Williams, President

5-10-14

Date