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AGREEMENT
BETWEEN
THE CUYAHOGA FALLS LIBRARY
AND
THE PROFESSIONALS GUILD OF OHIO

DATE OF RATIFICATION
THROUGH
DECEMBER 31, 2018

SERB CASE NO. 2015-MED-09-0993

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Preamble	1
Article 2 Recognition	1
Article 3 Management Rights	1
Article 4 Union Rights	2
Article 5 Union Dues and Fair Share Fees.....	4
Article 6 Prohibition of Strikes and Lockouts	4
Article 7 Non-Discrimination	5
Article 8 Personnel Files.....	5
Article 9 Seniority.....	5
Article 10 Reduction in Force.....	6
Article 11 Corrective Action and Discharge.....	9
Article 12 Grievance Procedure.....	10
Article 13 Employee Classifications.....	13
Article 14 Job Descriptions.....	13
Article 15 Transfers and Job Vacancies.....	14
Article 16 Probationary Periods.....	15
Article 17 Full-Time and Part-Time Employees	16
Article 18 Performance Appraisals.....	16
Article 19 Subcontracting	16
Article 20 Hours of Work	17
Article 21 Scheduling	17
Article 22 Substitutes.....	18
Article 23 Overtime	18
Article 24 Program Preparation	19
Article 25 Call Out Pay.....	19
Article 26 Emergency Closing.....	19
Article 27 Holidays.....	20
Article 28 Vacations	21
Article 29 Paid Leave.....	22
Article 30 Unpaid Leave.....	24
Article 31 Family Medical Leave	25
Article 32 Employee Benefits.....	28
Article 33 Retirement Benefits	30
Article 34 Retirement and Resignation.....	30
Article 35 Wages.....	31
Article 36 Labor Management Committee	32
Article 37 Health And Safety.....	32
Article 38 Professional Development	32
Article 39 Tuition Reimbursement	34
Article 40 Mileage Reimbursement.....	34
Article 41 Severability	34
Article 42 Work Rules	35
Article 43 Term of Agreement.....	35
Signature Page	36
Appendix A Serb Certification	37
Appendix B Wage Schedule	38

ARTICLE 1
PREAMBLE

Section 1. The parties to this agreement shall be the Cuyahoga Falls Library (“Library”) and the Professionals Guild of Ohio (“Union”).

Section 2. The parties to this agreement, in order to promote harmonious labor relations, will strive to treat each other with mutual respect and dignity and to establish a cooperative and mutually beneficial relationship.

ARTICLE 2
RECOGNITION

Section 1. The Library hereby recognizes the Union, Professionals Guild of Ohio, as the sole and exclusive bargaining representative for the members of the bargaining unit defined below.

Section 2. The bargaining unit shall be all professional and non-professional employees included under State Employment Relations Board Case No. 00-REP-090201 (see Appendix A, SERB certification).

Section 3. 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.

Section 4. Should a new classification be created, the Employer will notify the Union of such creation along with its position as to whether the classification should be included or excluded from the bargaining unit. Upon written request, the parties will meet to discuss the inclusion/exclusion. Should the parties be unable to reach agreement, either party may petition the State Employment Relations Board (SERB) pursuant to the procedures under Chapter 4117 of the Ohio Revised Code.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. The Library reserves and retains solely and exclusively all of its legal rights to manage the operations of the Cuyahoga Falls Library, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management to the fullest extent permitted under Ohio law, except as limited by the express provisions of this agreement. This right shall include but not be limited to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of Library operations;
- D. Determine the overall methods, process, means, or personnel by which Library operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Effectively manage the work force;
- H. Determine the overall mission of the Library; and
- I. Take actions to carry out the mission of the Library.

Section 2. In addition, the Union and the employees agree that the Library hereby retains and reserves to 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.

ARTICLE 4 **UNION RIGHTS**

Section 1. The Union may call meetings of Union representatives and members during non-work times, provided that such meetings shall not in any way interfere with the operations of the Library or the performance of duties by any employee. The Union may use the designated public meeting rooms at the Library for meetings on the same basis as any other community group.

Section 2. The Library shall install a bulletin board in the staff room in a convenient, visible place. The bulletin board shall be used only for official Union communications. No notice posted on this bulletin board may contain anything political, or controversial, or critical of the Library, the Board, the Director, or any other employee or person. A copy of all posted materials shall be delivered to the Director's office immediately upon posting.

Section 3. Disciplinary/corrective meetings under Article 11 shall normally be conducted on release time during the working hours of the employee involved; one (1) Union representative may also attend (if requested by the affected employee). A disciplinary meeting need not be rescheduled to accommodate a specific Union representative; however, an officer or steward on duty shall attend (as requested by the affected employee). Grievance procedures shall normally be conducted on release time during the working hours of the Union official handling the grievance. All other business of the Union, excepting brief (ten [10] minutes or less) normal business calls to the PGO Headquarters for consultations on grievances, shall be conducted during the non-working hours of the employees involved, except as explicitly agreed otherwise in this agreement.

Section 4. The Union shall furnish to the director a complete list of Union officers, committee chairs, and building representatives upon request, but not more than once per calendar year unless the information changes. If there are any changes in the list of Union officers, the Union shall notify the Director of any such changes within three (3) calendar days after said change.

Section 5. The Library shall take reasonable steps to ensure that the Union President or designee will not be scheduled to work during the times of any regularly scheduled Library Board of Trustees meeting. The Library shall take reasonable steps to ensure that an employee designated to attend a Board of Trustees meeting in lieu of the Union President will not be scheduled to work during the times of any Board of Trustees meeting.

Section 6. Upon hire, the Library will provide each new employee in a collective bargaining position with a copy of this agreement.

Section 7. Within forty-five (45) working days of the execution of this agreement, and by October 1 of each year thereafter, the Library will give the Union a list of bargaining unit employees and their home addresses, job classifications, wage rates, hiring dates, and seniority status.

Section 8. The Library shall notify the Union President, in writing, of all new hires to a collective bargaining position with their name, home address, date of hire, job classification, grade and step.

Section 9. The Union Executive Board may conduct its regular monthly meetings during the operating hours of the Library. Said meetings shall be limited to one (1) per month for no longer than two (2) hours, and shall be scheduled as far in advance as possible and by mutual agreement of the Union President and the Director. Meetings may be rescheduled to a mutually agreeable time should unexpected staffing shortages occur. The Library will grant release time for no more than four (4) Union officers and stewards to attend the meetings. Additional release time may be provided by mutual agreement.

Section 10. Bargaining unit members may make or receive telephone calls relative to the conduct of Union business during breaks, meal periods or other non-duty time, provided that any such calls shall not take place in public areas, and provided that no long distance or other chargeable calls may be made on a Library telephone.

Section 11. The Library will deduct any authorized contributions to the Union's Committee on Political Education (COPE).

- A. The deductions shall be transmitted to the Union in a separate check no later than the 15th day following the end of the month in which the deductions are made, together with a list of the members of the bargaining unit authorizing COPE deductions.
- B. The Union will defend, indemnify, and hold the Library harmless from any action which may result from the deductions from the pay of bargaining unit members for COPE contributions. The Union assumes full responsibility for the use and disposition of funds so deducted once they have been remitted to the Union.

ARTICLE 5
UNION DUES AND FAIR SHARE FEES

Section 1. All authorized Union dues deductions will be made from the member's pay on a regular monthly basis in the first and second paycheck of the month.

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

Section 3. All employees who are covered by this agreement and who are not members of the Union and who have been employed by the Library for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this article. The Union hereby agrees to make a good faith effort to fully comply with and satisfy all requirements established by the State Employment Relations Board and the Ohio and Federal Courts with respect to the Union's fair share fee and rebate procedures. The Union represents to the Employer that it has and shall maintain in force throughout the term of this agreement a fair share fee reduction and challenger procedure for fee payors which conforms to the provisions of Section 4117.09 (C) ORC and federal law. In the event deduction of fair share fees is challenged in court by any employee, deduction of the fair share fees for the challenging employee shall be placed in an escrow account established for that purpose by the Library upon receipt of notice of the filing of the challenge. The fees shall be held in that account until such challenge is fully and finally resolved and until all time for appeals through the courts has been exhausted.

Section 4. The Library shall deduct from the first and second paycheck each month of each non-member of the bargaining unit an amount determined by the Union, but no greater than the amount of monthly Union dues.

Section 5. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deductions are made, together with a list of the members of the bargaining unit paying such dues or fees by payroll deduction. Upon receipt, the Union shall assume full responsibility for the disposition of all funds so deducted.

Section 6. The Union agrees that it will defend, indemnify and save the Library harmless from any action which may result from deductions from the pay of bargaining unit members for Union dues and fair share fees. The Union assumes full responsibility for the use and disposition of funds so deducted once they have been remitted to the Union.

ARTICLE 6
PROHIBITION OF STRIKES AND LOCKOUTS

Section 1. The Library agrees that there will be no lockout of any kind during the term of this agreement.

Section 2. The Union agrees for itself, its agents, representatives, and members that during the term of this agreement it will not, directly or indirectly, call, instigate, sanction, encourage, finance, participate in or assist a strike, slow down, or work stoppage of any kind.

ARTICLE 7
NON-DISCRIMINATION

Section 1. The Library and the Union agree that neither will discriminate against any employee because of age, sex, race, color, religion, disability, national origin, veteran status, national ancestry, military status, genetic information, political affiliation, union affiliation/non-affiliation, or gay, lesbian or bisexual orientation. The Union and the Library agree to abide by the provisions of all applicable federal, state, and local laws regarding these matters.

ARTICLE 8
PERSONNEL FILES

Section 1. Personnel files may be reviewed by employees upon their request, or by their representatives upon filing a written request with the director. The Library has the right to have a supervisor present during the review. The employee whose personnel file is being reviewed also has the right to be present. During the review, no document may be added to or taken from the personnel file. Copies of documents in the file may be made only on the Library premises in the presence of a supervisor at the employee's, or his or her representative's, expense.

Section 2. Nothing in this agreement shall constitute a waiver of any rights granted under Chapter 1347 of the Ohio Revised Code.

ARTICLE 9
SENIORITY

Section 1. Seniority shall be defined as the uninterrupted length of continuous service with the Library in calendar days from the beginning of employment in a bargaining unit position.

Section 2. The following are periods which do not constitute a break in service for which seniority is lost. Therefore, seniority will continue to accrue during the following:

- A. Military leave;
- B. Disciplinary suspension;
- C. Unpaid leave of absence, provided the employee timely returns from the leave;
- D. Resignation or termination of employment lasting thirty-one (31) calendar days or less (i.e., the employee is reinstated within thirty-one [31] calendar days);
- E. A layoff from which the employee returns pursuant to Article 10 of this agreement.

Section 3. Any paid leave or other period of approved absence shall not constitute a break in service, provided the employee returns from leave as required under this agreement.

Section 4. The Library shall post the seniority lists setting forth the present seniority dates for all bargaining unit members on an annual basis on or about October 1 of each year. The lists shall include the employee's name, position classification, and date of hire. These lists shall resolve

all questions of seniority affecting bargaining unit members, unless a grievance is filed within ten (10) calendar days of the posting of the list. Disputes as to seniority shall be resolved through the grievance procedure.

Section 5. An employee who temporarily performs in a non-bargaining unit position shall continue to accrue seniority for the purposes of this article during such service.

Section 6. Loss of Seniority. An employee's seniority shall be lost when he or she:

- A. Quits or resigns without reinstatement;
- B. Retires;
- C. Is discharged for just cause;
- D. Is laid off for a period of twelve (12) consecutive months without recall;
- E. Fails to report to work within ten (10) working days after either receipt of a notice of recall from layoff or the date of issuance of an arbitrator's award reinstating a discharged employee;
- F. Fails to timely return following the end of an approved leave of absence, vacation, sick leave, or other leave, unless otherwise mutually agreed between the Employer and the affected employee;
- G. Is employed by another employer during a leave of absence, except for military leave;
- H. Fails to return following disciplinary suspension;
- I. Is absent for forty-eight (48) hours (two [2] work days) without notifying the Library, unless the employee has a valid, acceptable reason for such lack of notification.

ARTICLE 10 **REDUCTION IN FORCE**

Section 1. Whenever the Library determines to reduce the work force by layoff pursuant to the exercise of its management rights, it shall layoff employees in accordance with this section.

Section 2. Layoff Procedure.

- A. The Library may layoff either a part-time or full-time employee(s). Layoffs may take place either by specific position or within classifications established by the Library, and shall be based upon seniority within that classification.
- B. Within three (3) days of any Board of Trustees authorization of a layoff, the Library shall notify the Union and any employee to be laid off of the position subject to the layoff and the expected effective date of the layoff. The Union and the Library shall, upon request of either party and within five (5) calendar days of such notice, meet to discuss the

implementation of the layoff, determine possible bumping rights, and discuss possible alternatives to a layoff. At the time of this meeting, the Library shall provide the Union with an updated seniority list identifying the classification of each employee. Once the positions/classifications and department(s) where the reduction is necessary (and/or appropriate) have been determined, the Library may post a notice seeking volunteers for layoff or a reduction in hours. Voluntary reductions in the classifications slated for reductions in hours and/or layoff will be afforded as may be applicable prior to imposing an involuntary layoff.

- C. The Library shall issue a notice of layoff no more than ten (10) calendar days after the notification set forth in Paragraph B. The notice of layoff shall indicate the effective date of the layoff and shall include notification that the employee has bumping rights, if applicable.
- D. Notices to the employees under this provision shall be either by certified mail, return receipt requested, or by hand delivery.
- E. No employee will be entitled to any benefits while on layoff, except that employees who have medical insurance under Article 32 of this agreement shall retain their federal statutory rights under COBRA. Further, within fourteen (14) calendar days of a layoff, an employee will be paid any accrued and unused vacation, personal leave, and compensatory time.
- F. Nothing in this article shall alter or limit the Library's rights under Article 16 with regard to probationary employees.

Section 3. Bumping Procedure.

- A. Any employee laid off may displace any employee with less seniority in the same or lower classification within the classification series (e.g., Librarian II and III; Library Assistant I and IV, etc.), provided that the employee possesses the qualifications and ability to perform the essential functions of the job, and provided that no part-time employee may displace a full-time employee. Bumping within the same classification shall be based upon seniority within that classification. Bumping into a lower classification (or from full-time to part-time status) shall be based upon Library seniority (seniority with the Employer irrespective of the classification[s] involved) of all affected employees. Any employee displaced as a result of this section shall be issued a notice of layoff.
- B. Any employee who displaces an employee in a lower classification shall be placed on the salary schedule at the step closest to, but not more than, his or her pre-layoff wage. If the employee's wage is greater than the highest step of his or her new classification, the employee shall be paid at the highest step of that classification.
- C. A bumping employee shall have a thirty (30) calendar day trial period in order to learn to perform the position. If at any time during the trial period the Library, in its sole discretion, determines that the bumping employee is not performing satisfactorily, the

displaced employee shall be recalled, and the bumping employee shall either bump into another position pursuant to this section, or be laid off pursuant to this article.

- D. Bumping rights must be exercised within seven (7) calendar days of the notice of layoff.

Section 4. Recall Procedure.

- A. If the Library in its discretion determines to increase the workforce after a layoff, or should a job vacancy occur which the Library determines to fill while there are employees on the recall list, the Library shall:
1. If the position to be filled is a full-time position, the Library shall first offer the position to qualified full-time employees in the order of recall set forth below. If no full-time employee is placed in the position, the Library shall next offer the position to qualified part-time employees in the order of recall set forth below.
 2. If the position to be filled is a part-time position, the Library shall first offer the position to part-time employees in the order of recall set forth below. If no part-time employee is placed in the position, the Library shall next offer the position to full-time employees in the order of recall set forth below.
- B. Notices of recall shall be sent to the employee by certified mail, return receipt requested, at the last address provided to the Library by the employee. It is the responsibility of the employee to keep the Library informed of his or her current address at all times, even when out of town for a short period of time.
- C. The Library may offer recall for a position to more than one (1) employee. The Library shall indicate that employee's recall priority under the Order of Recall set forth below in the notice of recall. The employee with the highest priority accepting recall shall be awarded the position.
- D. The Library may issue a single recall notice offering an employee recall to more than one (1) available position. The notice shall list each position for which the employee is eligible for recall and shall advise the employee of his or her rights to accept recall to any or all of the offered positions. The employee accepting recall shall indicate the position (s) for which recall is not accepted. The employee shall be placed in the highest classification for which that employee has been recalled and has the highest priority under the order of recall set forth below.
- E. Recalled employees shall be placed on the salary schedule at the step in their recalled closest to but not less than their pre-layoff wage. If the employee's pre-layoff wage is higher than the highest step on the salary schedule for their new classification, the employee shall be paid at the highest step of that classification.
- F. An employee who accepts recall to a position in a lower classification shall be credited on the salary schedule with time served in that classification upon return to their pre-layoff classification.

- G. No new employee shall be hired into a bargaining unit position until all staff members possessing the minimum qualifications for the position have either been recalled, failed to respond to a recall notice, or rejected the recall.

Section 5. Order of Recall.

- A. The Library shall offer the position to the employees on the recall list who possess the minimum qualifications for the position and who were displaced from a classification not lower than the classification for which recall is offered, in order of seniority.
- B. The Library shall next offer the position to the employees on the recall list who possess the minimum qualifications for the position, regardless of prior classification, in order of seniority.

Section 6. Recall List.

- A. Upon any layoff under this provision, the Library shall create two (2) recall lists of employees affected by the layoff, one for full-time employees and one for part-time employees.
- B. Employees laid off, bumped, or recalled to a lower classification or position of fewer hours shall be removed from the recall list one (1) year after the effective date of their layoff or bump.
- C. An employee shall respond in writing to the recall notice within five (5) calendar days of receipt of the certified mail notice. An employee who fails to timely respond shall be removed from the recall list.
- D. An employee shall not be removed from the recall list for refusing recall to a position that is not substantially similar to their pre-layoff position in terms of classification, pay, and hours worked.
- E. An employee shall be removed from the recall list for refusing or failing to timely respond to (as provided in this article) recall to a position that is substantially similar to their pre-layoff position in terms of classification, pay, and hours worked.

Section 7. The Union shall be provided with a copy of all notices provided to individual employees under this article.

ARTICLE 11
CORRECTIVE ACTION AND DISCHARGE

Section 1. Corrective action, discipline, and/or discharge will be for just cause.

Section 2. Prior to imposing corrective action or discipline, the Director, or his or her designee, shall hold a disciplinary meeting at which the employee shall be given notice of the charges and an opportunity to respond. Employees shall have the right to have a Union representative present at any aforesaid disciplinary meeting.

Except in instances of serious or gross misconduct, discipline will be applied in a progressive and corrective manner. Serious or gross misconduct shall be cause for more severe corrective action/discipline, including discharge.

Progressive corrective action shall take into account the nature of the misconduct/violation(s), the negative impact upon the Library, the affected employee's record of corrective action, and the employee's record of service and conduct.

Section 3. The Library shall provide written notice of any corrective action/discipline to both the employee and the Union President/designee. The time limit for the filing of any grievance regarding corrective action/discipline shall begin upon delivery of the notice. A grievance regarding such corrective action/discipline must be initiated at Step 2 of the grievance procedure within fourteen (14) calendar days of issuance.

Section 4. Prior corrective/disciplinary actions shall no longer be considered effective and shall not be used to enhance or determine the level of punishment for any subsequent offense, provided there are no intervening disciplinary actions, after the following periods of time:

Verbal reprimands:	12 months
Written reprimands:	18 months
Suspensions of three days or less:	24 months
Suspensions of four days or more:	24 months
Disciplinary demotions:	24 months

Section 5. Employees may respond in writing to any disciplinary action taken against them. A copy of that response will be attached to the disciplinary action.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1.

- A. A grievance shall be defined as a dispute between an employee or the Union and the Library concerning the interpretation or application of the terms of a specific article, section, or provision of this agreement.
- B. A grievance may be filed by an employee of the bargaining unit, a group of bargaining unit employees, or the Union. When more than one employee is part of a grievance, the grievance shall be signed by all employees affected by the grievance, or by one (1) employee with a listing of all employees affected by the grievance.
- C. Nothing contained herein shall be construed to prevent employees from informally discussing problems or questions with their immediate supervisor.

Section 2. The grievance procedure shall not limit the right of any employee to present a grievance and have it adjusted without intervention of the Union as required by R. C: Section 4117.03(A)(5), as long as the adjustment is not inconsistent with the terms of this agreement and provided that the Union shall have notice of and an opportunity to be present at any final adjustment proceeding.

Section 3. The grievance shall be presented in accordance with the following. The written grievance shall be submitted on a Union grievance form, and shall contain the following information:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of the employee's immediate supervisor;
4. date and time of the incident giving rise to the grievance;
5. date grievance first discussed with supervisor;
6. date grievance filed in writing to Step 1;
7. statement of the specific articles and sections, of the agreement violated;
8. a brief statement of the facts involved in the grievance;
9. the remedy requested to resolve the grievance.

Step 1

Within fourteen (14) calendar days of the event that gave rise to the grievance, the employee or the Union shall complete a grievance form and file the grievance with his or her immediate supervisor. The supervisor shall schedule a grievance meeting with the grievant, and if requested, a Union representative, within seven (7) calendar days of the filing of the grievance. The supervisor shall respond in writing within seven (7) calendar days of the filing of the grievance or the grievance meeting, whichever is later. The Director may appoint any supervisor or member of management to respond to a Step 1 grievance.

Step 2

If the grievant is not satisfied with the response given in Step 1, he or she, or the Union, shall within seven (7) calendar days of receipt of the response submit the grievance to the Library Director. The Library Director shall schedule a grievance meeting within seven (7) calendar days of the receipt of the appeal from Step 1 with the grievant and, if requested, a Union representative. The Director shall respond in writing to the grievance within fourteen (14) calendar days of the conclusion of the grievance meeting.

Step 3

Should the Union not be satisfied with the written response given in Step 2, the Union shall initiate arbitration by filing a notice of intent to arbitrate with the Director within seven (7) calendar days of the receipt of the Director's written response to Step 2.

Section 4. Within fourteen (14) calendar days of the filing of the notice of intent to arbitrate, the Union or Employer, as applicable, shall submit its written request with the Federal Mediation and Conciliation Services to provide it with a panel of nine (9) potential arbitrators, with a copy

simultaneously provided to the other party. The parties shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

FMCS shall assign an arbitrator based upon the ranking of the parties (arbitrator with the lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

Either party may reject a list and request another list. The party requesting another list shall pay the cost, if any for a replacement list. No party may reject more than two (2) lists. The arbitration shall be conducted pursuant to the rules of the FMCS for the resolution of labor disputes except where those rules are in conflict with this article of the agreement.

Section 5. The arbitrator so selected shall hold the necessary hearing and be requested to issue a decision within thirty (30) calendar days of the close of the hearing or submission of post-hearing briefs, as applicable.

Section 6. The arbitrator shall have jurisdiction only over the grievance submitted, and shall confine him/herself to the precise issue or issues submitted for arbitration and shall not have authority to decide or render opinions on any issue not submitted. The arbitrator's sole function shall be to interpret this agreement and determine whether the Employer or the Union is failing to abide by its provisions. The arbitrator shall have no authority to add to, subtract from, change, modify, amend, supplement, or otherwise alter the agreement or any part thereof in any respect.

Section 7. The decision of the arbitrator shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final, conclusive, and binding upon the Grievant, the Union, and the Library.

Section 8. The arbitrator's fees and expenses, and the cost of any hearing room, shall be shared equally by the parties. The expenses of any witnesses shall be borne by the party calling him or her.

Section 9. The time limits provided for in this agreement may be extended only on mutual written agreement of the parties. Should a management representative fail to timely respond to a grievance or take any action as required in paragraph 2 above, the grievant may carry his or her grievance to the next step. Should the grievant fail to file or advance his or her grievance within the time limits set forth in paragraph 2, the grievance shall be deemed to be satisfactorily answered by the last response, and all further rights to protest the action giving rise to the grievance shall be waived.

Section 10. The Union and the Grievant shall be entitled to receipt of copies of all notices and written dispositions pertaining to the grievance.

Section 11. Arbitrations, hearings, and meetings held under this article shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

Section 12. If a grievance affects a group of members of the bargaining unit from one or more branch or department, or involves a bargaining unit member who reports directly to the Director, or concerns discipline and discharge pursuant to Article 11 of this agreement, it shall be submitted initially at Step 2 within ten (10) working days of the event that gave rise to the grievance.

Section 13. Grievants, one Union representative, and any witnesses subpoenaed to attend an arbitration shall be excused from work duties for the time necessary for them to attend. Grievants, one Union representative, and witnesses subpoenaed to attend an arbitration shall be paid only for any scheduled work time actually missed in attending the arbitration. The Union shall notify the Library of any employee it wishes to have excused under this section at least one (1) week before the arbitration.

ARTICLE 13 **EMPLOYEE CLASSIFICATIONS**

Section 1. When a new classification is established, consistent with the provisions of Article 2, Section 4 herein, or an existing one substantially changed, the Library will submit the description in writing to the Union. Within thirty (30) calendar days the parties will meet to negotiate a rate of pay for the position.

Section 2. The employee or the Union may request a position audit to be performed by the Library on behalf of any non-probationary individual or group of individuals. Any request will be made in writing to the Director, and be accompanied by information supporting the request.

Section 3. The Director shall review the request and either make a recommendation based on the information submitted or perform an audit of the position. If the Director determines that the position is improperly classified, the Director shall reclassify the position.

Section 4. The Director shall inform the employee and the Union in writing of his or her decision regarding a requested position audit no later than sixty (60) calendar days from the date of the request.

Section 5. The Union may submit any dispute over the Director's decision to mediation through FMCS. Any resort to mediation by the Union must be made within fifteen (15) days of the Director's final written decision, or should the Director fail to timely act, within fifteen (15) days of the expiration of the sixty (60) day period set out in Section 4.

ARTICLE 14 **JOB DESCRIPTIONS**

Section 1. The Library shall provide copies of the relevant job descriptions to the employees and the Union President.

Section 2. The Library has the right to make reasonable changes in its job descriptions. Should the Library change a job description, it shall provide a copy of the updated job description to the effected employee and the Union President.

Section 3. The Library shall maintain copies of each job description in the Director's office and shall make those descriptions available for review upon reasonable request.

ARTICLE 15
TRANSFERS AND JOB VACANCIES

Section 1. Transfers.

- A. The Library may involuntarily transfer employees to fill any vacancy in their classification until the job posting procedure is completed and the position is permanently filled, or to cover approved leaves of absence.
- B. An employee who serves more than seven (7) consecutive days in a specific temporary position shall, after seven (7) days, be paid at the greater of his or her regular salary or the lowest salary on the salary schedule for the temporary position. If the temporary position is outside of the bargaining unit, the Library shall pay the employee a salary not less than the employee's regular salary.
- C. An employee who is temporarily transferred to a position outside of the bargaining unit shall remain a member of the bargaining unit.

Section 2. Job Postings.

- A. When a bargaining unit vacancy exists that the Library chooses to fill (hereinafter "vacancy"), the Library shall first recall employees pursuant to Article 10. If the position remains unfilled, the position shall be posted in the employee staff room. The posting shall contain the date of posting, the classification title, full or part-time status (including the anticipated number of regularly scheduled hours per week if it is for a part-time position), qualifications required, and the department where the vacancy exists, as may be applicable. The position shall remain open for job applications for at least ten (10) calendar days after the original posting. The Library retains the right to solicit outside applications for posted positions.
- B. Qualified employees may apply and will be considered for posted positions. The position shall be awarded to the person the Library determines to be most qualified. In determining the most qualified candidate, the Library may consider any lawful factor, including documented seniority, knowledge, skills, abilities, education, and experience.
- C. Any newly hired or promoted employee, any part-time employee moving to full-time status, or any employee moving from one classification/position to another classification/position, will not be considered for another classification/position (vacancy) for a period of six (6) months following the date of their last move or change, unless no other qualified and acceptable candidate applies for the vacancy.

Section 3. Transfer Out of the Bargaining Unit.

Except where the employee is terminated for just cause or resigns, an employee who accepts a promotion to a position outside of the bargaining unit, whose employment in the non-bargaining

unit position terminates within one hundred eighty (180) calendar days of transfer, may be returned to his or her prior position, if it is available, or to another available position for which the employee is qualified. If no position is available, the employee will be laid off and placed on a recall list based upon the classification held prior to transfer out of the bargaining unit. The transferred employee shall retain all seniority accrued up to the date of the promotion.

ARTICLE 16 **PROBATIONARY PERIODS**

Section 1. New Hires. All new hires appointed to full-time or part-time bargaining unit positions with the Library shall serve a probationary period of one hundred eighty (180) calendar days. New hires appointed to a professional position shall serve a probationary period of two hundred seventy (270) calendar days. During this probationary period, the employee may be dismissed in the Library's sole discretion without any provision of this agreement applying. Regular employment status is granted upon successful completion of the probationary period. In the event the Library determines to layoff a probationary employee, the employee's probationary period shall be suspended during the layoff and resumed upon his or her recall.

New hires will receive an orientation during the first six (6) weeks of the initial probationary period of employment that will include general information about the Library, the collective bargaining agreement, and specific information from their supervisors about their job duties.

Section 2. Promotions or Transfers.

A. Employees who are promoted or transferred shall serve a probationary period of thirty (30) calendar days in the new position. If at any time during the probationary period the Library, in its sole discretion, determines that the newly-promoted or transferred employee is not performing satisfactorily, the employee shall be returned to the same or similar position he or she held immediately prior to the transfer. Additionally, the promoted or voluntarily transferred employee shall have the right to return to his or her prior position within thirty (30) calendar days of promotion or voluntary transfer.

If the employee's prior position has been abolished, the employee shall have the bumping rights set forth in Article 10.

- B. If the return of an employee to his or her prior position in accordance with paragraph A of Section 2 results in the displacement of a non-probationary employee, that displaced employee shall have the rights as set out in Article 10, Reduction in Force.
- C. If the return of an employee to his or her prior position in accordance with paragraph A of Section 2 results in the displacement of a probationary employee, the Library may exercise any rights it has in accordance with Section 1 above.
- D. An employee accepting a promotion to a permanent position outside of the bargaining unit who desires to return to his or her prior position of employment within thirty (30) days of promotion shall have the rights set forth in paragraph A of this section.

ARTICLE 17
FULL-TIME AND PART-TIME EMPLOYEES

Section 1. The Library shall classify bargaining unit employees as either full-time or part-time.

Section 2. Full-time employees shall be those employees who are regularly scheduled to work at least thirty-seven and one-half (37.5) hours or more per work week. The full-time custodian shall be scheduled to work at least forty (40) hours per week.

Section 3. Part-time employees shall be those employees who are regularly scheduled to work less than thirty-five (35) hours per week and are normally scheduled for a minimum of nine (9) hours per week or a minimum of four hundred sixty-eight (468) hours per calendar year. Part-time staff members may be requested to work additional hours.

ARTICLE 18
PERFORMANCE APPRAISALS

Section 1. The Library and the Union are mutually committed to a consistent and fair system of appraisals of the employees as part of an ongoing dialogue regarding an employee's performance of his or her job duties.

Section 2. The Library shall provide each employee with a written performance appraisal on an annual basis. The evaluation shall be written and a copy thereof shall be given to the employee.

The employee shall sign the evaluation solely to evidence receipt thereof and with the understanding that his or her signature does not necessarily indicate concurrence with the contents thereof. Each written evaluation shall provide an opportunity for the employee to respond in writing to the evaluation at his or her option.

Section 3. The Library and Union agree that the Labor Management Committee shall periodically review the performance appraisal system as part of its duties.

ARTICLE 19
SUBCONTRACTING

Section 1. Except as otherwise stated in this article, the Library shall not contract out bargaining unit work.

Section 2. The Library may use student interns, volunteers, or individuals fulfilling community service requirements to augment the work force, provided that no member of the bargaining unit experiences a layoff or reduction in regular scheduled (regularly scheduled for full-time or minimum hours for part-time) hours as a result. The use of such casual or seasonal staff shall not be considered contracting out.

Section 3. The Library may enter into contracts to provide additional services, if needed, provided such contracts do not result in a reduction in non-overtime hours for bargaining unit employees.

Section 4. The Library may enter into temporary employment or service contracts of limited duration to service specific projects, or fill temporary staffing needs, provided that there are no employees qualified for the work and willing to accept recall on the recall list, and no member of the bargaining unit experiences a layoff or reduction in non-overtime (regular) hours as a result.

ARTICLE 20 **HOURS OF WORK**

Section 1. Employees working at least seven and one-half (7.5) hours in a work day shall be granted an unpaid sixty (60) minute meal period during their work day. An employee working at least six (6) hours in a work day, but less than seven and one-half (7.5) shall be granted an unpaid thirty (30) minute meal period during the work day. These meal periods are the employee's own time, and except for the Custodian and the Automated Systems Manager, supervisors may not require an employee to work during his or her meal time. The Custodian and Automated Systems Manager may leave the premises but must remain accessible during the meal period in case of need, and the Custodian's and the Automated Systems Manager's meal time may be interrupted should operational requirements of the Library necessitate.

Section 2. Two compensated relief periods of fifteen (15) minutes each shall be provided for every employee working at least seven and one-half (7.5) hours in a work day. One compensated relief period of fifteen (15) minutes shall be provided for every employee working less than seven and one-half (7.5) hours but at least four (4) hours in a work day. Breaks shall be scheduled with the approval of the employee's supervisor.

Section 3. The Library shall supply an accessible staff room on the Library premises for the use of all employees.

ARTICLE 21 **SCHEDULING**

Section 1. All employees are scheduled according to Library needs. Employee work schedules for the Library will normally be posted in their department or work assignment areas. The work week shall be from Sunday through Saturday. Except in unusual circumstances, the work schedules for the Library will be developed for six (6) week periods and will be posted four (4) days in advance. Changes may be made from the posted schedule, but the Library will give the employees involved notice of any changes and the reasons for the change as far in advance as circumstances reasonably permit.

Section 2. Employees may substitute for each other with the approval of their immediate supervisor or the Director.

Section 3. Saturday and evening work and work on a holiday when the Library is open shall be assigned on an equitable basis. Insofar as practicable, employees will be scheduled off at least one Saturday and Sunday (same weekend) per six (6) week schedule period.

Section 4. Any employee requesting special consideration for scheduling, including but not limited to specific days off, or work hours adjusted to accommodate classes or other needs, shall make a request, in writing, to his or her immediate supervisor no later than ten (10) days before

the date for the posting of the six (6) week schedule. All requests that are granted are done so at the discretion of the Library; however, requests shall not be unreasonably denied.

Section 5. Sunday Hours.

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

Section 6. Notwithstanding Sections 3 and 5 above, in the event sufficient scheduled employees and/or volunteers are not available for Saturday and/or Sunday hours, the applicable hours shall be assigned to the least senior employee in the applicable classification(s) on a rotating basis. Any employee on scheduled paid time off shall be skipped but not credited with the applicable hours.

ARTICLE 22
SUBSTITUTES

Section 1. When the schedule is posted, the Library shall post sign up sheets for employees who wish to volunteer for additional hours, additional weekend work, or to trade shifts. Employees who seek to make changes to their posted scheduled hours may do so, pursuant to Article 21 (Scheduling), Section 2.

Section 2. Employees who substitute or trade shifts shall receive their appropriate rate of pay for all hours worked, including any premium pay for weekend or holiday work.

Section 3. No change to the schedule shall be made if the change results in overtime for any employee.

Section 4. The Library reserves the right to deny any change in the posted schedule under this provision pursuant to Article 21 (Scheduling), or should, in its view, the substitute lack the qualifications or training for the position.

Section 5. The Library may consult the sign up sheets should it need to make changes to the posted schedule. However, nothing in this provision shall lessen the rights the Library has under Article 21, Scheduling.

ARTICLE 23
OVERTIME

Section 1. Any bargaining unit employee working more than forty (40) hours in a work week shall receive one and one-half (1.5) times his or her normal pay for all time worked in excess of forty (40) hours. The work week shall commence at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday.

Section 2. For purposes of computing overtime, vacations and hours actually worked shall be considered as hours worked.

Section 3. The Library may require reasonable overtime and excess hours. Where practicable, the Library shall distribute overtime equally among qualified employees.

Section 4. No employee shall work overtime without the express approval of the Director or the employee's Department Head. Pursuant to Article 21 of this agreement, any employee working more than seven and one half (7.5) hours in a day, or eight (8) hours in a day for the custodian, may be required to take an equal number of hours as time off within the same work week. The employee shall determine the hours off in consultation with his or her supervisor. The employee's preference for scheduling the time off should ordinarily be respected unless it conflicts with the operational needs of the Library.

Section 5. Any employee working on a Sunday shall receive 1.5 times his or her normal pay for the hours worked on Sunday.

Section 5 6. Any employee who is scheduled to work on a holiday when the Library is closed will be paid at time and a half (1.5) his or her normal pay for the actual hours worked or a minimum of two (2) hours, whichever is greater.

ARTICLE 24 **PROGRAM PREPARATION**

Section 1. Department supervisors will schedule the necessary work time for employees required to prepare a program or exhibit for the public or for other staff members on Library time.

Section 2. An employee may prepare a program or exhibit outside of the Library only with the prior approval of the supervisor. When program or exhibit preparation cannot be done on scheduled Library time, or it is necessary to prepare the program or exhibit outside of the Library, the supervisor may grant the employee up to two (2) hours of compensatory time off during the same work week, scheduled with the supervisor's approval.

ARTICLE 25 **CALL OUT PAY**

Section 1. Employees who are required by the Library to return to work after the completion of their scheduled shift shall receive one and one-half (1.5) times their normal rate of pay for a minimum of two (2) hours. When an employee is required by the Library to work an unscheduled shift, the Library will make every effort to notify the employee to be called out at least two (2) hours in advance, except where the circumstances preclude advance notice.

ARTICLE 26 **EMERGENCY CLOSING**

Section 1. On all scheduled work days for which the Library is closed for all or part of the day, all employees scheduled to and available for work (not on leave or seeking leave) that day shall receive their full pay for all hours scheduled.

Section 2. On any day that the Library is open, employees who are scheduled but unable to report to work due to weather conditions are required to contact their immediate supervisor at least thirty (30) minutes prior to their scheduled starting time. Such employees shall be granted vacation time or use of personal leave. If the employee has no accrued vacation time or personal leave, the time off shall be time off without pay.

Notwithstanding the above, if an employee is unable to timely report to work due to severe weather conditions, he/she shall notify the supervisor/designee of the late arrival time. In such a case, if the tardiness is for a period of one (1) hour or less, the employee may make arrangements with the supervisor to make up the time within the applicable pay period. If the time is not made up, the employee may use vacation time or personal leave to cover the shortage of time; however, if the employee has no accrued vacation time or personal leave, the time off shall be time off without pay.

ARTICLE 27 **HOLIDAYS**

Section 1.

A. All employees are entitled to ten (10) paid holidays per year, as follows:

New Year's Day, Martin Luther King Day (floating), Presidents' Day (floating), Memorial Day, Independence Day, Labor Day, Veterans' Day (floating), Thanksgiving Day, Christmas Eve Day, Christmas Day.

Any employee required to work on a floating holiday shall be entitled to one (1) day off, however, only one (1) day may be used in the last quarter of the calendar year and is subject to supervisory approval.

B. The Library will be closed on Easter Sunday; this will not be considered a paid holiday.

Section 2. All part-time employees will be paid for four (4) hours for each holiday listed in Section 1.

Section 3. Any full-time or part-time employee who is absent for his or her last scheduled shift before or first scheduled shift after a paid holiday shall not receive pay for that holiday. Prior approved vacation or personal leave, or personal leave approved in accordance with Article 29, Section 4 (C), is not considered a "scheduled shift" for the purposes of this provision.

Notwithstanding the above, if an employee is unable to report to work due to a serious illness, injury or condition on the last scheduled shift before or the first scheduled shift after a paid holiday, and the absence is verified by medical documentation acceptable to the Director and/or a personal telephone conversation between the affected employee and the Director occurs (which is in addition to the standard notification procedure) whereby the Director determines that emergent or serious circumstances legitimately prevented the employee from reporting to work, the Director may make an exception and approve the holiday for pay. The granting of an exception is at the sole discretion of the Director and is not subject to the grievance procedure.

ARTICLE 28
VACATIONS

Section 1. All full-time employees covered by this agreement and holding a Masters of Library Science degree are entitled to vacation leave after serving one (1) full calendar year of employment. Full-time employees covered by this agreement holding a Masters of Library Science degree shall receive twenty-five (25) working days, or one hundred eighty-seven and one-half (187.5) hours vacation pay upon completion of one (1) calendar year of service.

Section 2. All other full-time employees and all part-time employees hired on or before December 31, 2010, are entitled to ten (10) days vacation leave after serving one (1) full calendar year of employment. Employees shall receive an additional one (1) day vacation pay upon the completion of each calendar year of employment after their first year, up to a maximum of twenty-five (25) working days.

All part-time employees hired on or after January 1, 2011, are entitled to ten (10) days vacation leave after serving one (1) full calendar year of employment. Such an employee shall also receive one (1) day of vacation upon completion of each calendar year of employment after their first year, up to a maximum of fifteen (15) working days.

Section 3. All part-time employees are entitled to four (4) hours for each day of vacation.

Section 4. Vacation time shall be included as hours worked for purposes of Article 23 and Article 17.

Section 5. Employees may take vacations in either day or week increments. "Days" shall be seven and one-half (7.5) hours for full-time employees (eight [8] for the custodian) and four (4) hours for part-time employees. A "week" shall be the work week as defined in Article 21 and shall be thirty-seven and one-half (37.5) hours for full-time employees (forty [40] for the custodian). For part-time employees, the number of hours for a week shall be twenty (20). No employee scheduling a week vacation shall be required to work during that work week.

Section 6. Vacations shall be requested no earlier than six (6) months in advance, and no later than two (2) weeks prior to the requested dates off. For employees working a six (6) week schedule, vacation requests will normally be submitted at least ten (10) calendar days prior to the commencement of the applicable work schedule. Vacation requests are subject to approval by the employee's supervisor and the Director. Except as set forth below, the applicable supervisor will normally advise the employee of approval or denial of the vacation request within eight (8) calendar days of receipt of the request.

Vacation requests submitted by June 30th, for the remainder of the calendar year, shall be considered and given preference (up to the number of openings determined available) on the basis of seniority. Seniority, as used herein, is determined first by seniority within the classification, and if a tie occurs, total seniority with the Library. The applicable supervisor will advise employees of approval or denial of the vacation requests submitted by June 30th, for the remainder of the calendar year, by not later than July 14th of the applicable year.

Vacation requests submitted on July 1 or later shall be considered on a “first-come first served basis.” The Library reserves the right to deny a vacation request to meet staffing needs.

Section 7. No employee may schedule more than two (2) consecutive weeks of vacation, or more than two (2) weeks in any calendar month, without the approval of the Director.

Section 8. Following completion of one (1) full calendar year of employment, vacation time shall be credited to each employee for each pay period, and may be used once accrued. It is understood that “anniversary date” for part-time employees hired prior to September 1, 2002, including any such employee who became full time thereafter, shall remain July 1.

Section 9. Vacation time may carry over. However, no employee may carry over vacation time in excess of the equivalent of one (1) year of accrual, except that up to an additional five (5) days may be requested and is subject to approval of the Director. All other unused vacation time shall be lost.

Section 10. No employee on the Library’s payroll as of the effective date of this agreement shall have his or her vacation reduced as a result of this provision.

ARTICLE 29
PAID LEAVE

Section 1. Compassionate Leave.

- A. All non-probationary employees shall be entitled to up to three (3) days with pay in case of death in the immediate family.
- B. “Immediate family” means only the following individuals: spouse, child, son-in-law, daughter-in-law, ward, grandchild, grandparents, grandparents-in-law, father, father-in-law, stepfather, mother, mother-in-law, stepmother, legal guardian, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, or other relative, significant other, or life partner residing in the same household.
- C. The Library has the right to demand sufficient proof to support any use of Compassionate Leave.
- D. “Day,” as used herein, shall mean the scheduled work day(s) of the affected employee.

Section 2. Jury Duty.

- A. The Library shall pay an employee the employee’s regular compensation for any day in which he or she is summoned by any court to serve as a juror.
- B. If an employee is released from jury duty prior to four (4) hours before the end of his or her scheduled shift, the employee shall return to work for the remainder of his or her scheduled shift. If the employee does not report to work, the employee shall not receive any pay from the Library under this provision for that day. No employee shall be

required to serve as a juror and work more than a combined seven and one-half (7.5) hours in a work day under this provision.

- C. To obtain pay for jury duty, the employee shall provide the Library with proof of service as a juror as provided by the court.

Section 3. Sick Leave.

- A. All employees shall be entitled to sick leave. Sick leave shall accumulate at the rate of .0577 hours for each hour compensated by the Library.
- B. Sick leave shall accumulate for new employees from their first day of employment.
- C. Unused sick leave for full-time employees shall accumulate to a maximum of nine hundred (900) hours for full-time employees working regular seven and one-half (7.5) hour shifts, nine hundred sixty (960) hours for employees working regular eight (8) hour shifts, and four hundred fifty (450) hours for part-time employees.
- D. Sick leave shall be granted only for reasons of illness or injury to the employee or member of his or her immediate family, or for medical appointments that cannot be scheduled outside of work hours. For purposes of this section, immediate family shall include the employee's spouse, child, parent, parent-in-law, sibling, and any relative, significant other, or life partner residing in the employee's household.
- E. Any employee fraudulently obtaining or attempting to obtain sick leave shall be disciplined. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. Any abuse of sick leave or excessive or patterned use of sick leave may also be just cause for discipline, when it can be demonstrated to be abusive.

Section 4. Personal Leave.

- A. All non-probationary full-time employees shall be entitled to twenty-two and one half (22.5) paid hours of personal leave per year (twenty-four [24] hours for the custodian). All non-probationary part-time employees shall be entitled to twelve (12) hours of personal leave per year. Personal leave days shall not accrue carryover from year to year) and unused time shall not be paid at year end or at time of separation.

For (initial) probationary employees, following completion of six (6) months of service personal leave shall be credited for the full calendar months remaining in the calendar year as follows:

1. One (1) personal day will be credited with the first full pay period following completion of six (6) months of service.
2. The additional two (2) personal days will be credited with the first full pay period following completion of eight (8) months of service in the applicable calendar year.

Where the Director determines that emergent or serious circumstances legitimately exist whereby a first year employee would benefit by the advancement of personal leave, the Director may make an exception and advance such leave. The granting of an exception is at the sole discretion of the Director and is not subject to the grievance procedure. Should the employee leave prior to completion of one (1) year of service any personal leave advanced will be prorated and reconciled in the final pay.

- B. Except in emergency situations, employees shall provide at least twenty-four (24) hours notice before taking personal leave. Except in emergency situations, personal leave shall be granted only with the prior approval of the employee's supervisor. Approval for personal leave may be denied only in the case of operational necessity for the Library. No more than the equivalent of one (1) personal leave day will be available for use by an employee within the last quarter of the calendar year.
- C. Personal leave shall not be used for any employee's scheduled work day immediately before or immediately after a vacation or holiday, unless approved by the Director.

ARTICLE 30 **UNPAID LEAVE**

Section 1. Entitlement to Leave.

- A. Any employee may apply for and shall be granted an unpaid leave of absence due to his or her illness or disability, or upon the disability of his or her parent, spouse, or child, upon presenting to the Director medical certification as to the necessity of the leave as well as the duration of the particular illness and/or disability involved. The medical certification shall also include an anticipated date for the employee to return to work. This leave shall run concurrently with any family medical leave. Such leave may be granted for a continuous period not to exceed six (6) months, and not to exceed six (6) months in a twelve (12) month rolling period, rolling backward from the date the requested leave is to commence.
- B. An employee may apply for unpaid leave of absence not to exceed a total of six (6) months towards the completion of a graduate degree in Library Science.

Section 2. The Library may grant unpaid leave of absence for any other reason at the discretion of the Library. Discretionary leave and the leave set forth in Section 1 above shall not exceed six (6) months.

Section 3. Return from Leave.

- A. Any employee receiving a leave of absence for medical reasons under this section shall return to work on the anticipated return to work date set out in the medical certification, unless the employee presents a new medical certification containing a new anticipated return to work date, or upon the exhaustion of their entitlement to leave under this article.

- B. Any employee receiving a leave of absence for educational reasons shall return to work at the conclusion of their course work, or upon the exhaustion of their entitlement to leave under this article.
- C. Any employee returning from discretionary leave shall return to work upon the termination date of the leave as established by the Library.

Section 4. The Library will continue to pay its share of all group insurance benefits during an unpaid leave of absence through the end of any month in which the employee last had sufficient compensated hours to be entitled to such benefits. Beginning with the first day of the succeeding benefit month, an employee on unpaid leave may elect continuation coverage of health care benefits to the extent allowed under the Consolidated Omnibus Budget Reconciliation Act.

Section 5. Employees on unpaid leave for longer than seven (7) days shall not accrue sick leave or vacation time.

Section 6. Upon returning to work from a leave of absence, the returning employee shall be returned to his or her prior position, if the leave of absence is thirty (30) days or less. If the leave of absence is thirty (30) days or more, the employee shall be returned to his or her former position, or a position that is comparable in terms of hours, grade, and benefits to his or her prior position.

Section 7. If at the conclusion of unpaid medical leave an employee is not medically capable of returning to his or her prior position, the employee shall have the option of returning to a vacant position for which he or she has the minimum qualifications and is physically able to perform, or resigning.

Section 8. The employee shall inform the Library of his or her expected return to work date at the beginning of unpaid leave. Should further medical leave under this article be required, it is the employee's duty to apply for additional leave and present to the Director medical certification as to the necessity of the additional leave as well as the amount of additional leave requested in advance of the return to work date.

Section 9. It will be the employee's duty to verify his or her work schedule and shift with his or her supervisor prior to returning to work. Any employee who fails to return to work on his or her return to work date or the scheduled work day after the expiration of unpaid leave will be considered a resignation of employment.

Section 10. An employee may terminate a leave of absence before the expected return to work date by providing a written notice of intent to terminate leave no later than two (2) weeks prior to the date the employee intends to return from leave. Otherwise, the employee will return to work on his or her expected return date.

ARTICLE 31 **FAMILY MEDICAL LEAVE**

Section 1. Any employee who has been employed by the Library for a minimum of twelve (12) months and has worked one thousand two hundred fifty (1,250) hours or more during the

previous twelve (12) months may take family medical leave for the employee's own serious health condition, or to care for a spouse, child or parent with a serious health condition.

Section 2. Any employee who has been employed by the Library for a minimum of twelve (12) months and has worked nine hundred (900) hours or more during the previous twelve (12) months may take family medical leave for the birth and care of a newborn child, or the placement of a child with an employee for adoption or foster care.

Section 3. Eligible employees are entitled to a cumulative total twelve (12) weeks of family medical leave during any twelve (12) month period.

Section 4. A serious medical condition shall be one or more of the following:

- A. An illness, injury, impairment or physical or mental condition that involves a period of incapacity for treatment involving in-patient care in a hospital, hospice, or residential care facility of at least one (1) night.
- B. A period of incapacity requiring absence from work of three (3) calendar days or more, and which also involves continuing treatment by a health care provider.
- C. Continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated, would likely result in an incapacity of more than three (3) calendar days.
- D. Prenatal care.

Section 5. Leave for the birth or adoption of a child must be taken within the twelve (12) month period immediately following the birth or adoption of that child.

Section 6. Eligible employees may take leave for their own serious medical condition, or to care for a family member with a serious health condition, on an intermittent basis or by reducing scheduled work hours when necessary. Certification that leave must be taken in this manner is required from the health care provider caring for the employee or family member. Intermittent or reduced schedule leave shall be taken in increments of one (1) hour or more, and will be deducted from the employee's entitlement to FMLA leave.

Section 7. Where the need for family medical leave is foreseeable, the employee must provide notice to the Director of the need to take family medical leave at least thirty (30) days in advance. Leave may be denied if this requirement is not fulfilled. In cases where leave is denied for lack of notice, the employee may designate leave to start thirty (30) days after notice is given. Where the need for leave is not foreseeable, thirty (30) days or more before leave is to start, the employee shall provide the Employer with notice of the need for leave as soon as possible.

Section 8. An employee may substitute any of the employee's accrued paid vacation, personal, or sick leave for any part of the twelve (12) week family medical leave taken because of a serious health condition of the employee or the employee's family member. An employee may substitute any of the employee's accrued paid vacation or personal leave for any part of the twelve (12) week family medical leave taken because of the birth, adoption, or placement of a

child. If the employee does not have enough accrued vacation and leave time to cover the absence, the employee shall be granted unpaid leave.

Section 9. When an employee requests family medical leave for purposes of his or her own serious health condition or a serious health condition of a family member, he or she must provide certification from the health care provider. Any certification must include:

- A. The date on which the serious health condition commenced.
- B. The probable duration of the condition and the date upon which the employee should be able to return to work.
- C. Appropriate sufficient medical facts within the knowledge of the health care provider that would entitle the employee to take family medical leave.

Section 10. The Library may require that the employee get a second opinion from an independent medical provider selected and paid for by the Library. In the event the two (2) opinions conflict, the Library may require a third opinion be sought from a health care provider mutually agreed to by the parties, and paid for by the Library. The third opinion shall be final and binding.

Section 11. Except as otherwise stated in this agreement, employees on paid leave under this article will continue to receive benefits to which they are entitled under this agreement.

Section 12. Except as otherwise stated in this agreement, employees on unpaid leave under this article will continue to receive benefits to which they are entitled under this agreement, except that vacation, sick leave, and annual personal leave shall not accrue during unpaid leave. Further, the Library shall not be responsible to provide to employees on unpaid family medical leave any benefit under this agreement for any period for which the employee has not paid any portion of the cost of the benefit he or she is required to pay under this agreement. Failure to make required payments may result in the loss of benefits.

Section 13. Re-certification of medical conditions may be required by the Library should the original return to work date be changed.

Section 14. When family medical leave is used for an employee's serious medical condition, the Library may require medical certification of an employee's fitness to return to duty.

Section 15. The employee shall inform the Library of his or her expected return to work date at the beginning of family medical leave. It is the employee's duty to provide additional documentation in advance of the return to work date should further leave under this article be required.

Section 16. An employee will return to work on his or her expected return date, or the day after the expiration of his or her entitlement to family medical leave, whichever is earlier. Upon the employee's return to work, he or she will be reinstated to his or her former position or to an equivalent position.

Section 17. It will be the employee's duty to determine his or her work schedule and shift upon return to work. Any employee who fails to return to work on his or her return to work date or the first scheduled work day after the expiration of family medical leave will be considered a resignation of employment unless that employee has other leave available under this agreement, and has made a request to use that leave prior to the expiration of family medical leave.

Section 18. The above provisions, Sections 1 – 17, shall apply only to the extent that the Family and Medical Leave Act (FMLA) is applicable and provides a greater right or benefit than that available through paid sick leave and unpaid leave as set forth in Article 30.

ARTICLE 32 **EMPLOYEE BENEFITS**

Section 1. Health Insurance. The Library shall provide for health insurance for all full-time employees who desire coverage. The Library shall pay seventy-five percent (75%) of the monthly premium for individual or family coverage for any employee choosing to participate. The employee shall pay his or her share of the monthly premium by way of a payroll deduction.

The Library shall have no obligation to make any payment for health insurance for any month in which the employee fails to pay his or her share of the monthly premium.

Section 2. Dental Insurance. The Library shall provide for dental insurance for all full-time employees who desire coverage. The Library shall pay seventy-five percent (75%) of the monthly premium for dental insurance. The employee shall pay his or her share of the monthly premium by way of a payroll deduction. The Library shall have no obligation to make any payment for dental insurance for any month in which the employee fails to pay his or her share of the monthly premium.

Section 3. Life Insurance. The Library shall provide for life insurance in the amount of twenty thousand dollars (\$20,000) for full-time employees under the age of seventy (70), and ten thousand dollars (\$10,000) for all full-time employees over the age of seventy (70). The Library shall pay one hundred percent (100%) of the monthly premium for life insurance.

Section 4. Vision Insurance. The Library shall provide for vision insurance for all full-time employees who desire coverage. The Library shall pay seventy-five percent (75%) of the monthly premium for vision insurance. The employee shall pay his or her share of the monthly premium by way of a payroll deduction. The Library shall have no obligation to make any payment for vision insurance for any month in which the employee fails to pay his or her share of the monthly premium.

Section 5. Part-time employees are ineligible for the group health insurance plan and may elect to become participants in the Medical and Dependent Care Reimbursement Plan, the terms of which are hereby incorporated into this agreement by reference. Through the Medical and Dependent Care Reimbursement Plan, part-time employees shall be able to use the Employer's contribution to pay for all expenses permitted by Section 213 of the Internal Revenue Code. Such expenses include but are not limited to:

- Medical, prescription, drug, optical, and dental expenses which are not covered by insurance;
- Dependent care assistance.

A part-time employee who participates in the Medical and Dependent Care Reimbursement Plan shall be provided with a contribution by the Library, such contribution to be calculated annually and based upon the total number of actual compensated hours in the calendar year prior to the beginning of the plan year divided by the number of weeks in the time period. This figure is the average number of hours compensated per week.

The plan year is defined as February 1st through January 31st.

The time period designated for calculation of total compensated hours is defined as the hours from the first pay received at the beginning of the calendar year or the beginning of employment in the calendar year to the last pay period in the calendar year.

The number of compensated hours used to calculate the contribution to the plan shall be based upon the number of hours compensated during the prior calendar year.

The contribution by the Library for each plan participant is determined in accordance with the following schedule:

Average Hours Compensated Per Week	Annual Library Contribution
9 – 11.999 hours	\$175
12 or more hours	\$350

These amounts are to be deposited into the accounts (e.g., dependent care assistance or medical expenses not covered by insurance), which the employee elects prior to the beginning of the plan year. All elections and designations of accounts must be made in the thirty (30) day period prior to the beginning of the plan year. If any monies are not used by the employee in that plan year, those monies left over shall be forfeited to the Library.

The Library will designate an administrator to process claims filed by employees for reimbursement from the Medical and Dependent Care Reimbursement Plan, which claims shall be processed on a quarterly basis. The Library shall provide all forms and documents necessary to assist employees in submitting claims for payment covered by said plan.

Section 6. All insurance coverages under this section are optional. Every employee wishing to enroll in the optional coverage shall complete the appropriate forms required by the insurance carrier, and all coverages under this section are conditioned upon acceptance by the insurance carrier, and shall be governed by the policies of insurance issued by the insurance carrier.

Section 7. All employees wishing to accept any insurance coverage under this section must meet all enrollment requirements established by the insurance carrier.

Section 8. The Library and the Union agree to establish a joint health care committee to review current insurance plans and their cost with the purpose of assuring excellent health care at minimal cost. The Director and a PGO staff member will be members of this committee.

Section 9. Health insurance coverage benefit levels shall be provided to bargaining unit employees at the same levels provided to non-bargaining unit employees.

Section 10. Employees contributing to their health insurance plan may elect to have their contributions tax deferred under the Internal Revenue Service Code Section 125. After this election is made, it will remain in effect for one year and may only be changed during the open enrollment period.

ARTICLE 33 **RETIREMENT BENEFITS**

Section 1. All employees are members of the Public Employees Retirement System (PERS) RC Chapter 145, and the regulations enacted under that Chapter shall govern the employees' retirement benefits. Except as set out in section 2 of this article, this article does not impose upon any party any duty, responsibility, or liability, or confer upon any party any right not set forth in the PERS statute and regulations.

Section 2. The employee's contributions shall be made in the following manner, which is mandatory for all employees:

- A. The contributions to be made by each employee to PERS as an employee contribution under R.C. Section 145.47 shall be paid by the Library on behalf of the employees, in lieu of contributions by the employee, in accordance with the provisions of this section.
- B. The total compensation payable by the Library to each employee in any pay period shall be reduced by the amount payable by the Library to PERS on behalf of any employee under paragraph A of this section.
- C. This article shall be effective beginning the first day of the first pay period beginning after the ratification of this agreement.
- D. Should any body, including specifically the PERS, the Internal Revenue Service, any state or federal court, or the State of Ohio declare this section to be invalid, then this section shall have no force and effect.

ARTICLE 34 **RETIREMENT AND RESIGNATION**

Section 1. Any full-time employee holding positions for which an MLS degree is required shall submit his or her resignation or notice of retirement to the Director in writing at least four (4) weeks prior to leaving the Library. All other employees shall submit their resignation or notice of retirement at least two (2) weeks prior to leaving the Library. Except in emergencies, or with the consent of the Director, failure to give proper and timely notice of resignation or retirement shall result in the loss of benefits under section 3 of this article.

Section 2. At the time of retirement from the Library and acceptance for receipt of benefits under the Public Employees Retirement System, the retiring employee will be paid for one-third (1/3) of his or her accrued unused sick leave at his or her current hourly rate.

Section 3. Upon termination, resignation, or retirement, employees will receive payment for any earned, unused vacation time and unused compensatory time at that employee's current rate of pay.

Section 4. Upon the death of an employee, earned, unused vacation time will be paid to the employee's designated beneficiary or estate at the employee's current rate of pay at the time of death.

ARTICLE 35 **WAGES**

Section 1. A wage increase must be expressly authorized herein, or by another signed document (e.g., side letter of agreement or memorandum of understanding), for the applicable calendar year or other specified time period, otherwise employees shall remain at their assigned rate of pay.

- A. Effective with the first full pay period following ratification of this Agreement by both parties, the minimum and maximum rates from the 2015 wage schedule shall be increased by a thirty-five cents per hour (\$.35) general increase and the wage schedule shall be as set forth in Appendix B. Employees between the minimum and maximum rates who have completed their initial probationary period shall have their 2015 rate of pay increased by thirty-five cents (\$.35) per hour, not to exceed the maximum rate for the classification.
- B. Effective with the first full pay period in January 2017, the 2016 wage schedule (minimum and maximum) shall be increased by a two and one-half percent (2.5%) general increase, and the wage schedule shall be as set forth in Appendix B. Employees between the minimum and maximum rates who have completed their initial probationary period shall have their 2016 rate of pay increased by two and one-half percent (2.5%), not to exceed the maximum rate for the classification.
- C. Effective with the first full pay period in January, 2018, the 2017 wage schedule shall be increased by two percent (2%) general increase, and the wage schedule shall be as set forth in Appendix B. Employees between the minimum and maximum rates who have completed their initial probationary period shall have their 2017 rate of pay increased by two percent(2%), not to exceed the maximum rate for the classification.

In addition to the general increase above, an employee who has completed the initial probationary period by July 1, 2018, shall receive a one-time lump sum payment of one hundred fifty dollars (\$150.00) in July 2018.

Section 2. Any employee who is advanced in classification shall advance to the minimum rate for the higher classification or to a rate that grants at least a two percent (2.0%) increase, whichever is greater and not to exceed the maximum rate for the classification.

Section 3. The Library may place a new hire at any rate on the wage schedule appropriate for the classification in which that new hire will serve based upon that employee's relevant experience.

ARTICLE 36
LABOR MANAGEMENT COMMITTEE

Section 1. There shall be a Labor Management Committee consisting of six (6) persons, three (3) from management and three (3) from the Union. The committee shall meet quarterly during working hours to discuss matters affecting labor/management relations. The parties shall exchange proposed agendas one (1) week prior to the meeting. Either party may request additional meetings of the committee from time to time, but the committee shall not meet more than once a month without mutual agreement. The party requesting an additional meeting shall provide the other party with an agenda when requesting the meeting.

Section 2. The parties agree to participate in labor-management training provided by the Federal Mediation and Conciliation Service. Such training shall be scheduled as soon as possible following ratification of this agreement.

ARTICLE 37
HEALTH AND SAFETY

Section 1. The Library agrees to provide a clean and safe workplace for all employees in compliance with all applicable local, state, and federal health and safety laws and regulations.

Section 2. Except for the custodian and maintenance staff, or where an employee's regular job duties require it, employees ordinarily shall not be required to move boxes of books, materials, furniture or equipment or any other heavy material.

Section 3. The Library shall provide the Union with copies of all accident reports, OSHA reports, or similar documents compiled regarding work-related illnesses or injuries.

Section 4. Health and safety issues, including issues involving ergonomics and employee health, may be referred to the Labor-Management Committee for review.

ARTICLE 38
PROFESSIONAL DEVELOPMENT

Section 1. The Library encourages and supports the efforts of its employees to further their professional education and training. In the event the Library approves an employee to attend professional development meetings, conferences, seminars, or workshops, the Library shall compensate such employee, at his or her regular rate of pay, for those hours reasonably required by the employee to attend such meetings, conferences, seminars, or workshops.

A. Total compensation for full-time employees, including pay under this article, shall not exceed seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours a week. Weekend conferences may not be attended to the detriment of the weekly schedule.

- B. Part-time employees shall be paid at their regular rate of pay for the hours required to attend the conference, including any travel time, provided their total compensation, including pay under this article, shall not exceed seven and one-half (7.5) hours per day or twenty (20) hours a week.

Section 2. All requests to attend meetings, conferences, seminars, and workshops must be in writing and shall contain an estimate of expenses, including specifically any costs for lodging. The Director shall have the discretion to approve or disapprove the request.

Section 3. An employee who attends a meeting, conference, seminar or workshop on paid Library time or at Library expense may be required to report on the subjects addressed during such meeting, conference, seminar, or workshop.

Section 4. Funds permitting, authorized attendees shall be reimbursed for the following expenses, provided a "Request for Reimbursement" form is submitted with receipts to the immediate supervisor within ten (10) working days of the conference, meeting, seminar, or workshop. Payment for reimbursement of expenses will be available the day following each month's Board of Trustees meeting.

Section 5. Upon submitting receipts or other proof of expense acceptable to the Director, the following expenses are to be reimbursed as funds permit and prior approval is secured.

1. Transportation, including but not limited to, airfare, parking, road tolls, and taxi fares.
2. Use of personal vehicle for transportation at the current IRS mileage rate.
3. Meals not to exceed forty dollars (\$40.00) per day for three (3) meals.
4. Lodging.
5. Registration fees at member rates for OLC, CAMLS, and ALA. The Library will pre-pay advance registration charges for approved attendance at out-of-state conferences provided the employee requests advance payment at least sixty (60) days before the scheduled date of the conference. The Library will pre-pay advance registration charges for approved attendance at in-state conferences provided the employee requests advance payment at least thirty (30) days before the scheduled date of the conference. If an employee receives advance payment for a conference and does not attend, the employee shall repay the Library the difference between the amount of the advance payment and any refund.
6. Tips up to twenty percent (20%) (or the restaurant's specified service fee) for meals. A restaurant's specified fee above twenty percent (20%) must be documented on the receipt.
7. Telephone calls made for Library business from a hotel/motel telephone and included in the hotel receipt.
8. Expenses for alcoholic beverages will not be reimbursed.

Section 6. Expenses for a spouse, children, or non-staff member are not admissible for reimbursement.

ARTICLE 39
TUITION REIMBURSEMENT

Section 1. The Library will pay up to one thousand dollars (\$1,000) per calendar year towards the tuition of a full-time non-probationary employee and up to two hundred fifty dollars (\$250.00) towards the tuition of a part-time non-probationary employee taking courses towards a degree at an institution of higher learning, provided the degree being sought is reasonably related to employment at the Library.

Section 2. Funds permitting, the Library may pay up to five hundred dollars (\$500.00) per year towards the tuition of a full-time non-probationary employee, and up to two hundred fifty dollars (\$250.00) for a part-time non-probationary employee taking courses at an institution of higher learning, other than those reimbursed under Section 1, provided the Library determines that course is reasonably related to the employee's employment at, or possible promotions within, the Library.

Section 3. Any employee who wishes to obtain tuition reimbursement must obtain pre-approval of the Director. To obtain pre-approval, the employee shall submit a copy of the course description and, if requested, documentation of the degree being sought at least two (2) weeks prior to the scheduled start of classes.

Section 4. Any employee wishing to obtain tuition reimbursement shall provide the Director with a transcript indicating a grade of 2.00 or higher on a 4.00 scale, a letter grade of C or higher, a passing grade for a pass/fail course, or a satisfactory grade for a course graded as satisfactory or unsatisfactory, and a copy of the billing statement.

ARTICLE 40
MILEAGE REIMBURSEMENT

Authorized automobile travel expense shall be reimbursed at the prevailing IRS rate.

ARTICLE 41
SEVERABILITY

Should any article, section, or portion of this agreement be held unlawful or not enforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion specified in the decision, and shall not invalidate any other provisions of this agreement.

Upon the written request of either party, the Employer and the Union shall meet within sixty (60) days to discuss the impact, if any, of the invalidation of the specific article(s) or section(s) has on the agreement.

ARTICLE 42
WORK RULES

Section 1. The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and upon request, meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any express provisions of this Agreement. The Union reserves the right to grieve any expressed violation and/or the reasonableness of any new or modified work rule.

ARTICLE 43
TERM OF AGREEMENT

Section 1. The term of this agreement shall be from the date of ratification by both parties through December 31, 2018. The parties agree to open negotiations for a successor agreement not later than October 1, 2018.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the dates indicated:

Agreed and signed in Cuyahoga Falls, Summit County, Ohio, this 7th day of March 2016.

**FOR THE CUYAHOGA FALLS
LIBRARY**

Cheryl Bruce
Board President

Kevin M. Rosenthal
Executive Director

**FOR THE PROFESSIONALS
GUILD OF OHIO**

Barbara L. Holden
Local President

[Signature]
PGO Field Representative

[Signature]
Executive Director

**APPROVED BY RESOLUTION OF THE
CUYAHOGA FALLS LIBRARY BOARD OF DIRECTORS**

January 7, 2016
Date

APPENDIX A
SERB CERTIFICATION

APPENDIX B
WAGE SCHEDULE

2016 -- \$.35

2017 – 2.5%

2018 – 2% and \$150.00 one-time lump sum for those eligible

Classification	Minimum	Maximum
Aide I		
2016	\$8.59	\$11.76
2017	\$8.80	\$12.05
2018	\$8.98	\$12.29
Aide II		
2016	\$8.71	\$11.92
2017	\$8.93	\$12.22
2018	\$9.11	\$12.46
Custodian		
2016	\$12.67	\$17.40
2017	\$12.99	\$17.84
2018	\$13.25	\$18.20
Clerk I		
2016	\$9.34	\$12.80
2017	\$9.57	\$13.12
2018	\$9.76	\$13.38
Clerk III		
2016	\$11.72	\$16.09
2017	\$12.01	\$16.49
2018	\$12.25	\$16.82
Clerk IV		
2016	\$13.15	\$18.07
2017	\$13.48	\$18.52
2018	\$13.75	\$18.89

APPENDIX B
WAGE SCHEDULE

2016 -- \$.35
2017 – 2.5%
2018 – 2% and \$150.00 one-time lump sum for those eligible

Libr.Asst. II

2016	\$13.01	\$17.87
2017	\$13.34	\$18.32
2018	\$13.61	\$18.69

Libr.Asst.IV

2016	\$15.93	\$21.92
2017	\$16.33	\$22.47
2018	\$16.66	\$22.92

Librarian II

2016	\$17.15	\$23.60
2017	\$17.58	\$24.19
2018	\$17.93	\$24.67

Librarian III

2016	\$19.23	\$26.48
2017	\$19.71	\$27.14
2018	\$20.10	\$27.68

Automation Coord.

2016	\$23.29	\$32.10
2017	\$23.87	\$32.90
2018	\$24.35	\$33.56