



STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD 2007 JAN -8 P 1:31

IN THE MATTER OF FACT-FINDING:

CINCINNATI & HAMILTON COUNTY PUBLIC LIBRARY CASE
NO:06-MED-05-0624

SEIU DISTRICT 1199, CHANGE TO WIN

FACT-FINDING REPORT AND RECOMMENDATIONS
JERRY HETRICK, FACT-FINDER

APPEARANCES

FOR THE LIBRARY

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FOR THE UNION

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DATE: JANUARY 5, 2007

BACKGROUND

This matter came up for hearing on December 15, 2006 before Jerry Hetrick, appointed as Fact-finder pursuant to Ohio Rev. Code Section 4117.14. The hearing was conducted between the Cincinnati Public Library and SEIU District 1199 and involves the terms and conditions for the initial collective bargaining agreement. The bargaining unit consists of approximately one hundred thirty-five (135) full time employees and ten (10) part time employees. Covered employees are engaged as Reference Librarians, Librarians I & II, Children's Librarians I-II-III, Young Adult Librarian, Original Cataloger, Serials Cataloger, Serials Acquisitions Librarians, Collections Development Librarian, Grants Resource Librarian, and Copy Cataloger.

The unresolved issues set forth in the respective briefs and discussed at the hearing are as follows:

- (1) Article 2 Union Recognition & Check-off- 4 issues
- (2) Article 3- Management Rights
- (3) Article 4-Non Discrimination
- (4) Article 13(Union)Library Article 5-Layoff & Recall-4 issues
- (5) Article 13(Union) Library Article 5-Subcontracting
- (6) Article 6-Burden of Proof for discipline in arbitration
- (7) Article 7-Union Rights-2 issues
- (8) Article 9-Labor Management Committee
- (9) Article 10- Organizing Neutrality
- (10)Article 12-Job Promotion & Lateral Transfer
- (11)Article 14-Wages-6 issues
- (12)Article 15-Health Insurance
- (13)Article 17-Vacation Accumulation Maximums
- (14)Article 23-Premium Evening Hours
- (15)Article 23-Part Time Employees
- (16)Article 25-Payment for Union Negotiation Team
- (17)Article 26-Zipper Clause & Past Practice Application

Attachment A represents the tentative agreements reached prior to fact-finding and are incorporated by reference into this report and recommendations as part of the recommendations for a collective bargaining agreement.

In making the following recommendations, the fact-finder has reviewed the arguments, exhibits and evidence presented by the parties both in their position statements and at the hearing. By mutual agreement, both parties requested the fact-finder proceed directly to fact-finding rather than engage in mediation efforts. Both parties provided the fact-finder the latitude to accept either party's proposal or provide an alternative suggested by the Fact-Finder.

FACT FINDING CRITERIA

In the determination of facts and recommendations, the fact-finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14 (C) (4) (e) as listed in 4117.14(G) (7)(a)-(f) and Administrative Code Section 4117.9-05-(K)(1)-(6) as follows:

- (1) Past collectively bargained agreements, if any, between the parties.
- (2) Comparisons of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and effects of the adjustments on the normal standard of public service.
- (4) The lawful authority of the public employer.
- (5) Any stipulations of the parties.
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

REVIEW AND RECOMMENDATIONS ON ISSUES

ISSUE- CHECK-OFF Section 2.03

Article 2- Check-off. Both parties have provided contract language proposals for inclusion of a check-off provision. The Library would provide the check-off forms and allow employees to elect or revoke a check-off authorization with ten days notice. The rationale, per the Library, is that support is an individual choice, especially due to the closeness of the election. The Union suggests it provide the check-off authorization with revocation in accordance with SERB standards.

RECOMMENDATION

Check-off procedures usually go hand in glove with union security provisions with certain conditions, namely that written authorization be present before deductions can result. The Labor Management Reporting Act, LMRA, Section 302(c) (4) allows such provisions to be irrevocable for periods of more than one year or beyond the termination date of a labor contract. The Union's authorization form conforms to the LMRA & SERB requirements providing the employee with the right of revocation after one year or until the termination of the collective bargaining agreement, whichever occurs sooner and automatically renews unless written notification to the Union occurs at least fifteen (15) days prior to termination date of the revocation of the authorization. The Union proposal provides a safeguard to the Library for terminating the check-off authorization where the employee ceases to be employed in the bargaining unit and for indemnification. The Fact-Finder recommends inclusion of the Union Proposal regarding Section 2.03:

The Library will deduct from the pay of each bargaining unit employee dues or initiation fees uniformly required by the Union as a condition of employment pursuant to a Check-off Authorization provided the Library by the Union. All deductions shall be transmitted to the Union no later than fifteen (15) days following deduction, together with a list of employees in the bargaining unit paying dues or fees by payroll deduction, including information for each employee on the number of hours worked and or paid, and the employee's rate of pay. This list will be also be delivered in a digital format mutually agreed upon by the parties. Upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

ISSUE-POLITICAL ACTION FUNDS-SECTION 2.08

The Union proposes inclusion of a voluntary political action funds provision in which employees could authorize contributions for the Union's Committee on Political Education, COPE. The Library made no proposal. It is a far reach to conclude that such a provision falls within the definition of wages, hours, or terms and other conditions of employment contemplated by the Subjects of Bargaining Provision 4117.08 (A). This Fact-Finder does not do so. If a Political Action Funds provision is to be included in a collective bargaining agreement, it should be on the basis of mutual agreement.

RECOMMENDATION.

As there is no mutual agreement and does not affect the terms and condition of the labor agreement, the Fact-Finder declines to recommend this provision's inclusion in the collective bargaining agreement.

ISSUE-FAIR SHARE-SECTION 2.09

A requirement to compensate the Union for representation costs; referred to as a Fair Share requirement is advanced by the Union. The Union is correct that it has the obligation to bargain and represent all employees in the bargaining unit and not discriminate on the basis of union membership. That fair share fee may properly deduct the cost of union activities that are not connected to the Union's representation duties. SERB recognizes that agreements may contain Fair Share Agreements with proper safeguards and provides that the amount of the fee may be challenged through SERB. The Union notes that at least twenty-five public libraries, including comparables Dayton and Cleveland have included fair share agreements in the collective bargaining agreements. The Library's principle objection rests with the closeness of the representation election.

RECOMMENDATION-

The Fact-Finder concludes the Union has the stronger case in terms of the statutory factors that must be and have been considered by the Fact-Finder. The Union has demonstrated that the statutory criteria requiring comparisons with public and private employers doing comparable work favors the Union. Moreover adoption of the Library's position raises the potential for collective bargaining decisions made by less than a majority of the bargaining unit. In the City of Trotwood and Ohio Patrolmen's

Benevolent Association, SERB Case No. 04-MED-06-0658, Conciliator Frank Keenan
noted:

“O.R.C. 4117.14 (G) (7) (f), the other factors criterion, (see also 4117.-9-05(K)(6)) has, since inception of the Statute, embraced the notion that if, for example, the Union seeks a significant matter, such as fair share fee provisions, especially in The early days of the Statute, it needs to be prepared to “pay for it,” with, for Example, a wage demand less than what other statutory factors might support. Conversely, where the employer seeks a matter of significance to it---it needs to Pay for it.”

In the initial collective bargaining agreement where no bargaining relationship has been established, each party seeks to maximize its institutional needs. The Library seeks a strong Management Rights provision while the Union seeks a Check-off and Fair Share Agreement. In the Fact-Finder’s opinion, to give one party its institutional needs and deny the other would be to ignore the statutory factors he is required to consider.

RECOMMENDATION- All employees who have not joined the Union shall on the thirtieth day following the beginning of such employment pay a fair share fee as determined by the Union, but not to exceed the dues uniformly required of union members. Insofar as the Union expends funds for any purpose other than direct cost of bargaining and contract administration, the fair share fee shall be proportionately less than dues required of union members. The Union agrees to make a good faith effort to fully comply with and satisfy all requirements established by the State of Ohio Employment Relations Board with respect to the Fair Share fee and rebate procedures.

ISSUE-NOTIFICATION OF NEW JOB CLASSIFICATION

This proposal would require the Library to notify the Union thirty (30) calendar days prior to implementing new job descriptions and or classifications. If a dispute arises regarding whether the new job classification falls within the unit’s jurisdiction, the Union would submit the dispute to SERB for resolution. The Library’s objection centers on submission of the dispute to SERB for resolution. The requirement to have a degree, in the Library’s opinion, would automatically throw the classification into the unit.

RECOMMENDATION

The Fact-Finder recommends the following:

Section 2.10. In the event new job classifications are created which are appropriately within the bargaining unit represented by the Union, the Library shall advise the Union of job classification and placement in the Labor Grade Structure in forth in Article 14.01 according to the relative value of the new job classification as compared to existing job classifications in order to reflect the proper relationship with the wage structure. The Union may protest and appeal the new base rate of pay and refer the matter to the Grievance/Arbitration provision as the exclusive remedy. The only issue that shall constitute a grievance shall be whether or not the new job classification was properly slotted into the wage structure as compared to existing job classifications.

ISSUE-MANAGEMENT RIGHTS-ARTICLE 3

The Union proposes what represents the Management Rights set out as subjects for bargaining in 4117.08 (C) (1) through (9). Additionally the Union proposes that the exercise of those rights would be limited only by specific terms of the agreement and Ohio Statute. The Library has set forth its views regarding the rights the Library possessed prior to the Union's certification. The Library prefers a more expansive detailed listing of those rights and would enumerate those rights in the collective bargaining agreement coupled with reference to those rights which are not limited by the labor agreement. Additionally the Library proposes that all employee benefits not required by the agreement are terminable at will by the Library.

RECOMMENDATION

Technology changes are rapidly affecting how library functions and how services are delivered to the public and will only accelerate in the future. The library has crafted what it considers those rights which it believes will allow it to anticipate and adapt to a fast changing technological impact on the Library's delivery of information. When the Library was founded, no one would have imagined delivery of information through the use of the Internet or computers. It is not the role of the Fact-Finder to second guess the Library on its assessment of need to address future changes when it has a new partner in

the decision making process. The Fact Finder makes the following recommendation for Article 3-Management Rights:

Section 3.01-The Library retains all rights, powers and authorities of management including but not limited to those enumerated in O.R.C. 4117.08(C) except as expressly abridged, delegated, granted or modified by this Agreement, which may be exercised at the Library's discretion and at any time, which shall include by way of illustration, but not limitation, the exclusive rights:

- (a) to manage its operations and to determine from time to time to redetermine or reorganize the structure, type of operation, services, and the methods, processes, means, personnel, and materials to be employed in its operations.
- (b) to plan, direct, and control its operations:
- (c) to establish, change, continue or discontinue policies, practices and procedures for the conduct of its operations;
- (d) to introduce change, alter, substitute, replace, add to, or eliminate services, equipment, processes or procedures, any of which may require fewer Librarians or other personnel;
- (e) to discontinue, temporarily or permanently, and in whole or in part, the conduct of its operations;
- (f) to determine the materials, components, and services to be offered, provided, produced or performed by the Library or to be purchased from outside sources;
- (g) to determine the sources of materials, products, services and supplies;
- (h) to subcontract or buy in the open market from outside sources any and all products, components, materials and services at such times as the Library deems appropriate;
- (i) to transfer work or services to other locations, whether or not owned by or affiliated with the Library;
- (j) to determine and from time to time redetermine, the number and classes of employees to be employed.
- (k) to extend, maintain, curtail, or terminate the operation(s) or services of the Library in whole or in part;

- (l) to introduce, change, or discontinue the materials or services provided by the Library;
- (m) to establish and revise production, performance, and quality standards;
- (n) to establish, combine, readjust, add, or eliminate jobs;
- (o) to establish, amend, and modify employee evaluation criteria, procedures, and forms;
- (p) to evaluate employees;
- (q) to promote employees to any position or demote employees from any position;
- (r) to establish, change, or discontinue production standards, performance standards, work schedules, work allocations and work assignments, including shift and mandatory overtime assignments, in accordance with requirements determined by the Library in its sole discretion;
- (s) to determine and from time to time redetermine job content and to reclassify an employee's pay level as a result of that action;
- (t) to select, hire, train, supervise, judge the competency of, and lay off employees in accordance with the requirements determined by the Library in its sole discretion;
- (u) to discipline, suspend, or discharge employees for cause;
- (v) to determine the number and starting times of shifts, hours and days of work, and the number, classification and skills of employees to be actively employed by the Library at any time or place;
- (w) to determine and change, permanently, temporarily, or on an ad hoc basis, the duties and kind or type of work to be performed by employees;
- (x) to transfer employees from one department, section, branch, or location to the same or different duties in another;
- (y) to subcontract work performed by bargaining unit employees;
- (z) to make, apply, alter, amend, and enforce rules and regulations for production, discipline, efficiency, attendance and safety and to set, change and enforce penalties for their violation;
- (aa) to employ employee volunteers, supervisory, or other non-bargaining unit employees to perform work similar or identical to that performed by bargaining unit employees;

- (bb) to limit, regulate, or prohibit in its entirety the use of tobacco in any form on Library property;
- (cc) to establish drug and alcohol policies and provide for mandatory testing based on reasonable suspicion or accident involvement;
- (dd) to take other measures, unless specifically limited or prohibited by this Agreement, as the Library deems advisable for the orderly, efficient and effective operation;
- (ee) to marshal, investigate and analyze pertinent and relevant facts when making management decisions and to select appropriate facts on which to base those decisions;
- (ff) to take any and all actions necessary or incident to executing, establishing, and maintaining the reorganization(s) of the Library, without discussion or negotiation with, or interference, delay, or hindrance by the Union, pursuant to or contemplated by the "ML/21", the "Staffing Odyssey", or other similar proposals, as amended and approved by the Library from time to time in its sole and absolute discretion;
- (gg) to adopt and amend from time to time, policies and procedures providing paid and unpaid leaves of absence for its employees.

The express provisions of this Agreement, which constitute limitations on the Library, are the only limitations upon the Library's right to manage its business. The enumeration in this Agreement of certain rights, powers, functions, and authority of the Library shall not be deemed to exclude those not enumerated herein. All management rights shall survive the expiration of this Agreement unless and until changed by a subsequent agreement.

Section 3.02. The exercise of the foregoing rights and the adoption of reasonable policies, rules, and practices in furtherance thereof, shall be limited only by the specific terms of this Agreement and Ohio statutes, including particularly Ohio Revised Code Section 4117.08; and then only to the extent such specific terms hereof are in

conformance with the Constitution and laws of the state of Ohio and the Constitution and laws of the United States.

ARTICLE 4-NON-DISCRIMINATION

The differences between the Library and Union are slight. The Union would add two additional categories, sexual orientation and political beliefs, neither of which are currently statutorily protected either by Federal or State Law. The Union does not allege that the Library discriminates on either basis nor is there any allegation that it would. The Union just wants to cover the possibility. Such inclusion does not affect not affect the Library's operating flexibility. Such exclusion does not materially affect the Union's ability to protect bargaining unit interests.

RECOMMENDATION

The Fact-Finder recommends the following Non-Discrimination Provision:

Section 4.01-Prohibitions The Library and Union will not discriminate against any person because of race, religion, color, sex, national origin, age, creed, union membership or lack thereof, or disability as provided by law. The parties agree that each shall comply with all valid rules and regulations issued by authorized Federal and or State Agencies, as affirmed by Courts, regarding non-discrimination employment practices to the extent that such rules and regulations apply to the employment at the location covered by this collective bargaining agreement.

ARTICLE 5-SENIORITY

The Library and Union have advanced proposals relating to reductions in force, recall from layoff. The Library seeks to minimize the disruption, which it sees in bumping rights within the bargaining unit. When a layoff or recall occurs, the Library would evaluate skill, ability to perform the work in question, productivity, performance evaluations, discipline and attendance factors. Where in its discretion these factors are relatively equal, seniority would control the decision.

The Union's proposal places seniority in a more prominent role that does the Library. Agreement exists on the Definition of seniority (5.01), application of Seniority (5.02), the role of seniority for overtime assignments (5.03) and how seniority is lost (5.04).

The Library has placed its proposal governing reductions in force, layoff and recall in a proposed Section 5.05 while the Union proposal for layoff and recall is found in Article 13. The Fact-Finder's recommendation regarding the layoff and recall provisions have been placed in a separate Article and are noted in Article 13 of the Fact-Finder's Recommendations.

ARTICLE 6-GRIEVANCE AND ARBITRATION PROCEDURE

Both the Library and Union have proposals regarding the burden of proof in matters of arbitration. The Union's proposal properly places the burden on the Library in matters of discipline to establish just cause with the grievant assuming that burden in contract interpretation matters. The Library takes the position that in discharge cases, it has the burden of proof; in all other cases, the party presenting the grievance shall have this burden.

RECOMMENDATION-The burden of proof is essentially the quantity of proof required to convince an arbitrator to resolve or adopt a specific fact or issue in favor of one advocate over another. It designates which party has the obligation of establishing the fact/issue to be proved. Subsequently the other party has the burden of rebuttal.

As a general practice, in disciplinary cases, the Library would have the burden both to proceed first with its evidence and prove the employee guilt or wrongdoing or in other words to convince an arbitrator that the facts acted upon warranted the action taken. In non-disciplinary cases, the general rule is that the charging party will proceed as the moving party. The Fact-Finder recommends Section 6.04 provide that:

In discipline or discharge grievances, the Library shall have the burden of proof. In all other cases, the burden of proof will reside with the grievant. Where under this Agreement, the Library has the right to exercise its judgment the Arbitrator shall have no right or power to substitute his/her judgment for the Library's judgment but shall be limited to deciding whether the Library act arbitrarily, capriciously or in bad faith.

ARTICLE 9-LABOR-MANAGEMENT COMMITTEE-

The Union proposes establishment of a labor-management committee with SERB conducting training sessions. SERB has developed support services it feels is unique to Ohio public sector environment. Its purpose is to make those labor management committees effective vehicles to address issues of mutual concerns rather than paper

exercises. The Library has declined to make a labor management committee included in the collective bargaining agreement.

RECOMMENDATION-The Fact-Finder makes no recommendation for inclusion of a labor-management committee. The record establishes that Library employees have been involved in communications efforts such as ML/21 and the Library's Director is regularly accessible to all employees. There is no indication that the parties have a relationship issue. In the event that one develops the parties are able to make a mid term decision to bring SERB's labor-management training services to assist the parties. Any decision for inclusion or exclusion of a labor management committee should come by mutual agreement rather than forced on the parties by a fact-finder.

ARTICLE 12-OPEN POSITIONS (LIBRARY) JOB PROMOTION/LATERAL TRANSFER (UNION)

The primary disagreement centers on the role of seniority in the promotion and transfer provisions. The Library would title the provision Open Positions while the Union refers to Job Promotion and Lateral Transfers. The Library says its proposal would allow it to select the best person for open positions. Internal candidates would have to be rated equally for seniority to be the tie -breaker. Internal candidates competing with external candidates would be awarded the position if rated equally. The Library suggests its decisions regarding promotions and transfers are essentially governed by Article 3-Management Rights and are not subject to review in the grievance/arbitration procedure. An exception would be a challenge on the basis of discrimination. The Library's position regarding selections for open positions provides: Section 12.02 The Library may consider both internal and external applicants to select the best person for the open position. In this process, the Library may interview promising candidates, review and verify resumes, and consider the factors set forth in Section 5.05(c) of this Agreement and other relevant information. If the Library's top candidates are two or more of its present employees (internal applicants) who are rated equally, the position shall be awarded to the internal applicant with the most seniority. If the Library's top candidates include internal and external applicants who are rated equally, the internal applicant shall be awarded the

position. All Library's decisions under this Article are pursuant to its Management Rights under Article 3 and may not be challenged by Grievance or Arbitration.

It calls the Fact-Finder's attention to the Comparables. The Cleveland Public Library Agreement provides for "consideration given to seniority at the discretion of the Library"(Article X, B 2). The Dayton Agreement provides that the Library will choose the most qualified applicant for the vacancy/promotion. (Article 14. B2) The Cuyahoga County Public Library Agreement provides positions be awarded solely on the basis of skill, ability, education, experience, and other vocationally relevant factors. The evaluation of these factors is reserved to the discretion of the Library provided that the Library will not act arbitrarily or capriciously in filling posted positions. (Article X, A 2)

The Union proposals distinguish between Job Promotions and Lateral Transfers. The Library does not. The Union proposes that for purposes of this Article, 50% of an employee's not bargaining unit work be added to determine seniority for promotions and transfers. Part-time employee's seniority would be pro-rated on the basis of FTE, on an annual basis, and continuous service, with the formula above. Lateral transfers would be filled on the basis of seniority with an employee option to return to their former position within thirty (30) days of the effective date of the transfer.

The Union acknowledges qualifications must play a role in the promotion process. The Union defines qualifications as possessing the prerequisite skills and ability and presumably education, experience in the Library and comparable Libraries. Not until the Library has exhausted internal candidates may it consider external candidates under the Union proposal. Another significant difference between the parties lies in the Union providing for a three (3) month trial period. More significant, from the Library's view, is the fact that its decision is subject to challenge in the grievance/arbitration procedure.

RECOMMENDATION-Definitions and the role of seniority under this labor agreement are important to both the Library and Union. From the hearing, seniority issues were a factor in the decision to seek union representation. From the Library's standpoint, any limitations on its ability

to select the best qualified employee for promotion or transfer limits its ability, in its view, to provide the highest quality service to the Public. The general rule is that consistent with the terms of an agreement, the Library may consider skill, ability, education, and previous experience in selecting employees for promotion or transfer. The right to transfer employees to meet the Library's needs is a necessary element of the operation of the Library. The use of that right of transfer must be weighted in the light of employee contractual rights and must not be used to strip employees of those benefits they enjoy under the agreement. Any limitation on the right of the Library to transfer employees must be clearly stated in the agreement. In the Fact-Finder's opinion, there is a distinction between Job Promotions and Transfers. The Fact-Finder makes the following recommendation:

ARTICLE 12-JOB PROMOTION AND LATERAL TRANSFER

Section 12.01-Seniority shall be defined as the relative status of employees in the bargaining unit covered by this Agreement. Seniority will be measured by an employee's length of continuous service beginning with the date of hire in positions covered by this Agreement. Seniority for part time employees shall be computed on a pro-rata basis to full time employment on an annual basis. Seniority under this Agreement shall be governed by the factors of the employee's qualifications, ability, skills, job performance, physical fitness, and length of continuous service.

Section 12.02 Job Promotion: Position Posting. When a permanent position occurs in a job classification covered by this Agreement, the Library will post notice of the open position for seven (7) calendar days. The notice shall contain the job description, minimum requirements, pay grade, salary range and other relevant information as determined by the Library. The notice will be electronically posted on the Library internal email. The full position description including qualifications will be made available in the Human Resource Department.

Section 12.03 Selections. The Library may consider both internal and external applicants to select the best candidate for the open position. In this process, the Library may interview promising candidates, review and verify resumes, and consider the factors set forth in Section 12.01 of this agreement and other relevant information. If the Library's top candidates are two or more of its present employees (internal applicants) who are rated equally, the position shall be awarded to the applicant with the most seniority. If the Library's top candidates include internal and external applicants who are rated equally, the internal applicant shall be awarded the position. The

application of the factors considered for promotion to open positions is reserved to the discretion of the Library provided the Library has not acted arbitrarily, capriciously, or in bad faith.

- (a) An employee awarded a position or a new position shall be considered on a trial assignment From the employee's previous classification for up to thirty (30) working days beginning with the first day in the new position. If during such period it is determined that an employee is not satisfactorily performing the work, the employee shall be reassigned to his/her former position. An employee may elect to return to his/her former position within such period subject to changes that have occurred during this period.

- (b) An employee who accepts a promotion and is disqualified by the Library or elects to return to his/her former position will be paid at his/her former regular rate of pay plus any regular wage increase that would have been received in the former position during the time the employee was in the new or vacant position. The rate of pay of an employee promoted to a higher classification shall either be the minimum rate of pay of the new grade or his/her present rate of pay if he/she is paid above the minimum of the new grade.

Section 12.04 LATERAL TRANSFERS. The Library may transfer an employee to a temporary vacancy for thirty (30) working days without regard to seniority or Job Position provisions of this Agreement. A temporary vacancy which exceeds thirty (30) working days will be filled in accordance with the Job Posting Provisions of this Article or at the Library's discretion, with the least senior qualified employee in a job classification.

The issue of seniority rights if and when the Library must reduce its work force produced divergent proposals: the Library would reduce employees in the affected classification and may or may not provide alternative employment opportunities. The Union proposes bumping rights provided the employee has seniority over other employees at the time he/she seeks to exercise that seniority and it qualified to perform the available work. The Library seeks to avoid bumping and disruptions, which it says, are inherent in such systems. This issue was a clear factor in employees seeking union representation. It is also a common provision in all the comparables. At this stage of labor relations in the public sector it would be difficult to locate a collective bargaining agreement which leaves senior employees

without an opportunity to exercise their seniority and qualifications during reductions in force. The Fact-Finder recommends the following layoff and recall provision:

ARTICLE 13 LAYOFF & RECALL

Section 13.01. Seniority under this Agreement shall be governed by the factors of the employee's qualifications, ability, skills, job experience, job performance, physical fitness, and length of continuous service. The application of these factors shall determine the selection of employees under this Article. Continuous service length of service shall be credited to each employee from his/her date of hire in positions covered by this Agreement. Part time employees shall have their seniority dates computed on a pro-rata basis comparison to full time employees. There shall be not trial or training period under this Article since all the factors comprising qualifications to perform the available work must be present when the employee exercises a priority to available work. Qualified shall mean where an employee has previously performed work in a job classification requiring the same or similar skills and ability as the job classification where the employee seeks to exercise a priority, the employee must meet the job performance requirements within five (5) working days of being placed on the job.

Section 13.02. In the event the Library determines that it is necessary to reduce the number of employees for any reason, the Library will notify the employees in positions affected by layoff, job elimination, or reduction in hours, ten (10) working days in advance of such action. A copy to the notification shall be sent to the Union.

Section 13.03. Reductions in force, including both permanent job elimination, temporary or indefinite layoffs, shall be determined as follows:

- A. The Library will first solicit volunteers to reduce the work force by retirement, resignation or voluntary layoff among employees in the affected job classification(s). The Library in its discretion, reassign the affected employees to another position, which may or may not result in the layoff or reassignment of another employee. Within the particular job classification affected, probationary, part time, and newly promoted employees will be laid off first. The least senior employee(s) in the affected classification will be laid off, provided the remaining employee(s) possess the qualification to perform the work within that job classification.

- B. The least senior employee laid off from the affected job classification shall first be entitled to be transferred to a vacant position, if available. If no vacant position is available, the affected employee may displace the least senior employee in the employee's last previously held job classification provided the employee has greater seniority than the employee to be displaced and possesses the qualifications to perform the available work. If the employee has not previously held another job classification, has less seniority than the least senior employee in the employee's previously held job classification or does not possess the qualifications to perform the available work, the employee shall be laid off.
- C. In the event of a recall from layoff, the Library will first offer such vacancy to qualified employees on layoff from the job classification or who have been displaced from the job classification, in order of their length of continuous service, provided the qualifications are relatively equal. If there are no employees on layoff from the job classification or who have been displaced from the job classification, the Library shall recall employees from layoff from layoff based on qualifications to perform the available work or fill the position through the Job Posting provisions. If in its discretion the Library determines the factors comprising qualifications are relatively equal between two or more candidates, seniority shall be the controlling factor.
- D. The Library shall provide the Union with a recall list and copies of all notices of recall. A laid off employee is responsible for keeping the Library informed of his/her current address. Notices of recall will be sent by certified mail. An employee shall advise the Library within two working (2) working days of receipt of the notice whether he/she intends to return to work. The employee shall return to work within twelve (12) working days following receipt of notice of recall.

The Union has two additional issues found in its Article 13 Proposal entitled Substitutes and Subcontracting. There is often tension between the interest of the Library to maintain an efficient service to the Public economically and the Union's interest in protecting job rights of its members. Generally a prevalent view is that the Library may, if exercised in good faith, to contract out work to subcontractors unless the Agreement restricts that right, which the Union proposes to do. The Union's proposal leaves the parties open to disagreements as to what constitutes an emergency and whether it is reasonable or practical to purchase equipment rather than subcontract work. The latter plainly involves a question of how the Library resources

should be spent. In the Fact-Finder's opinion, that decision should be left to the discretion of the Library, especially as it faces future technology issues. The Fact-Finder does not recommend inclusion of the Union's subcontracting proposal but adopts the Library's view that it should be addressed in the Management Rights Article. In doing so the Fact-Finder notes that such language as proposed by the Union is found in the Cleveland and Cuyahoga Agreements. A Fact-Finder absent a significant "trade-off" should not impose such a provision lightly.

The second issue relates to non bargaining unit employees performing bargaining unit work. The Union has proposed that the Library not use such non bargaining unit employees as replacements except in emergencies. The purpose of such a provision serves to preserve or provide work opportunities to the bargaining unit and is present in the Cleveland Agreement. The Library proposes that under the Management Rights provision, it may employ volunteers, supervisory or other non bargaining unit employees to perform work similar or identical to that performed by bargaining unit employees. If the Fact-Finder were to adopt the Library's reasoning, the job protection rights obtained when the Union was certified could simply disappear. The Library may have business or operational needs which require it to either supplement or use volunteers. The Fact-Finder recommends as E. under this Article:

E. Non-unit bargaining employees, volunteers, substitutes, or hourly employees will not perform bargaining unit work except to train or instruct employees, insure proper standards of work, protect the safety of employees, processes or materials, overcome operational problems or cover for the absence of an employee until a bargaining unit employee can be obtained

ARTICLE 14 WAGES

The Library and Local Government Support Fund (LLGSF) provides the principle source of income and is restricted by the legislature. In June 2007 the legislature is expected to determine whether the distribution will be 5.7% of personal income tax collections or frozen at the 2004-05 levels, whichever is less. The best guess appears to be that the freezing of funds will continue to be extended. If so the LLGSF will have been essentially flat since 2002. The Library has responded during this time by postponing capital expenditures, reducing hours and staff. The ORC permits an operating contingency of up to 3% of its operating budget. The 2007 proposed contingency of 1.5 million appears to be 2.85% of operating needs, below state requirements. The proposed budget

will result in a shortfall from the 2007 LLGSF and well below the level if frozen which appears likely as the state has plans to phase in reduced personal income taxes. The Executive Director testified that future funding is uncertain and that by 2009 the Library will have spent all its carryover and may have to do a 5% budget cut as early as this June. The Library does not received property tax revenue support similar to its comparables. The Board has not recommended additional property taxing as it allows the state to reduce its returns. The 69% of the operating budget goes to salaries and benefits; approximately 2.2% of the salary budget is targeted for re-staffing positions. Even with frozen expenditures, salary/benefit expenditures have remained relatively constant.¹ Past wage adjustments were 5%(2001), 3%(2002), 2%(Mid 2003), 2%(2004) and 2%(2005). In terms of a wage increase, the Library proposes a 2% increase in each of the three years.

The parties differences extend beyond the wage increase issue. While the Union proposes maintaining the current grades and job positions in effect prior to negotiations, the Library would reduce the Young Librarian classification from Grade 9 to Grade 8, reducing the wage steps from 17 to 15, providing for two merit level increases and red circling employees effected by its proposal. The Union proposes a longevity benefit for employees attaining twenty-two and twenty-seven years of service respectively. The Union would grandfather at their present pay level if their current rate of pay were in excess of standards set in the agreement.

The Union proposes a wage increase of 3% in each of three years. The Union notes that the Library Board of Trustees approved a revision to the salary schedule providing for an approximately 3% adjustment for all full-time and part-time employees. That schedule maintains a 10% variance between grades and a 2.3% difference between merit levels. The Union Exhibits provided a memo from the Library's Executive Director that the salary adjustment would be effective for all employees including those in the bargaining unit unless changed in the collective bargaining agreement.²

There is no disagreement that for compensation purposes the Library and Union compare the Public Library of Cincinnati and Hamilton County to the Cleveland, Cuyahoga County and Dayton Libraries. There is vast disagreement on what that data means, particularly that of the Cleveland

¹ Public Library of Cincinnati & Hamilton County Financial Analysis-Union Exhibit, Tab 12 & 13

² Union Presentation regarding unresolved issues,

Library wage structure. The Cleveland Library is in the process of negotiations, which includes re-evaluation of positions and grade structures.³ Union Exhibit 6 indicates those changes have not been approved and are proposed changes only. It indicates that the Union will be making proposals either to wage levels or grades for many positions below grade F as these positions are classified in ways that may be economically detrimental to employees. It is possible that some Cleveland positions must be taken with a grain of salt, as a large portion of the Cleveland service to the Public is research based. The Union points to additional differences. Cleveland 's wage structure is based on nine (9) steps rather than merit based and is front loaded. Testimony from the Union indicates it is not an accurate comparison, especially as Cleveland works 37.5 hours rather than 40 hours in the case of Cincinnati employees.

The differences relate to Section 14.01 defining Pay Grades and classifications falling within those pay grades center on the Young Adult Librarian, specifically the Library's proposal to place the Young Adult Librarian in Grade 8 rather than Grade 9 where it is currently slotted. The Library presented no indication of changes in job content. The Union proposed creation of Young Adult Librarian I and II, also without discussion on changes in job content. Based on the record, the Fact-Finder recommends no change in the slotting of the Young Adult Librarian and includes Section 14.01 as follows:

RECOMMENDATION

Section 14.01. General. Employees are grouped for wage purposes in the following Pay Grades:

Grade 5: Copy Catalogers

Grade 8: Catalogers, Children's Librarian I, Reference Librarian,

Grade 9: Children's Librarian II, Serials Acquisition Librarian, Grant Resource Librarian,
Young Adult Librarian

Grade 10: Children's Librarian III

Wages are paid based on each employee's Pay Grade and Merit Level as shown on Appendix B.

A. Effective with the ratification of this Agreement, the Pay Grade and Merit Levels shown On Appendix B shall be increased by three (3) percent.

³ Union Exhibit 6, Tab 8

B. Effective one year from the ratification of this Agreement, the Pay Grade and Merit Level shown on Appendix B shall be increased by two (2) percent.

C. Effective two years from the ratification of this Agreement, the Pay Grade and Merit Levels shown on Appendix B shall be increased by two (2) percent.

In making the above recommendation for Pay Grade Increases, the Fact-Finder is persuaded by salary schedule adjustments reported by SERB. The Cleveland Public Library increased wages by 2% on 1/10/04, 1% on 7/1/04, 3% on 1/10/05 and 3% on 1/10/06. The Cuyahoga County Library increased wages by 2% on 3/28/04, 3% on 3/27/05 and 3% on 4/9/06. The Dayton Library increased wages by 3% on 7/1/04, 2% on 7/1/05, 1% on 1/1/06 and 2% on 7/1/06. While not comparables, 2006 wage increases of 3% were reported for Youngstown, Toledo-Lucas, North Canton, & Elyria Public Libraries. Thus all comparables are coming off an increase of 3% while the 2005 increase for this unit was 2%. It must be noted all of the above agreements were negotiated before December 2006. Agreements negotiated in November 2005 may have taken into consideration the CPI-W was up 3.2% over November 2004. The November 2006 CPI-W has risen more moderately or less than 2% and has been declining since August.⁴ Agreements negotiated in this environment are more likely to reflect a 2% wage increase rather than 3%. Finally, the Fact-Finder must take into consideration the fact that the Library has not raised an inability to finance the increase sought by the Union but only asserts that does not wish to guarantee 3% increases for three years to the bargaining unit noting that it can adjust the non bargaining unit employee pay scale if economic conditions warrant. In view of the carryover that will exist until 2009, the Fact-Finder concludes there is no inability to pay factor which must be considered. Rather the factor to consider is what the Library has done for its non bargaining unit Library employees. Ability to Pay is not a motor driving wages upward.
In the Public Sector.

Section 14.02 Step Increases. The current agreement provides for seventeen step increases. The Library would limit advancement beyond Merit Level 15 to employees who have distinguished performance ratings. Advancement beyond Level 15 would require, under the Library proposal, for employees to receive one distinguished performance rating or its equivalent within the last five reviews after reaching Level 15. Advancement to Level 17 would require two distinguished

⁴ BLS Consumer Price Index-Urban Wage/Clerical Workers-Mid-West issued 12/27/06.

ratings or its equivalent within the last five years after reaching Level 15. Under the Library's proposal the top two Merit Levels are reserved for distinguished performance. The basis for the Library's proposal is its belief that Merit Levels 16-17 are out of line with the comparables. Listed below is a comparison of certain classifications.⁵

COMPARABLE	CLASS	HOURLY	ANNUAL SALARY
DAYTON	YOUNG ADULT	24.41	50,772.80
CINCINNATI	YOUNG ADULT	28.73	59,758.40
DAYTON	CATALOGER	22.70	47,216.00
CLEVELAND	CATALOGER	27.64	53,901.25
CUYAHOGA	CATALOGER	24.789	51,562.00
CINCINNATI	CATALOGER	26.14	54,371.20
DAYTON	CHILDREN LIB	22.70	47,216.00
CUYAHOGA	CHILDHOOD SP.	32.987	68,612.96
CINCINNATI	CHILD. LIB III	31.61	65,748.80
DAYTON	REF. LIBRARIAN	22.70	47,216.00
CINCINNATI	REF. LIBRARIAN	26.14	54,371.20
CUYAHOGA	REF. SPECIALIST	32.987	68,612.96
CLEVELAND	LIB.II	31.61	61,643.66
CUYAHOGA	PUBLIC SER LIB II	29.114	60,557.00
CINCINNATI	CHILD. LIB II	28.73	59,758.40
CLEVELAND	LIB. II	31.61	61,643.66 ⁶
DAYTON	REF. LIB.	22.70	47,216.00
CINCINNATI	LIB II	28.73	59,758.40

On a comparison basis, Cincinnati's compensation at Level 17 for Young Adult Librarians exceeds that of Dayton. For Catalogers, Cincinnati's compensation level is above that of Dayton and Cuyahoga and below that of Cleveland. Cincinnati falls above that of Dayton and below that of Cuyahoga for Children's Librarians. For Reference Librarians, Cuyahoga exceeds that of Cincinnati while Dayton falls below. Cincinnati's Librarian II falls below that of

⁵ Cincinnati rates from App. B of Employer which reflects its 2% wage increase proposal.

⁶ LIB II Chosen as notes on Union 7 indicates this is entry and most branch/dept librarians

Cleveland and Cuyahoga and above that of Dayton. The above comparisons utilize the Library's proposed wage increase of 2% against current wage schedules of the comparables. In the Fact-Finders' opinion the foregoing supports the wage increase proposed by the Fact-Finder. The Cincinnati Library will still continue to lag that of the Cleveland Library as the Union notes in its comparisons under Union Exhibit 7. The Library's premise that Merit Levels 16-17 exceed the comparables in all cases does not appear valid.

Approximately 70% of the unit employees received performance ratings of 4.5+, the distinguished performance rating. When senior employees are examined, approximately 53 or roughly 40% received distinguished performance ratings which would be required to move into Merit Level 16 or 17.⁷ It would appear that it is not overly difficult to achieve a distinguished performance rating. Consistency and fairness appear to be built into the review process. Ratings must be justified in writing with an improvement plan in place to improve the employee's performance. Peer Groups are believed to have input into the review process which has been in place for at least three years. Employees have a chance to review and protest employee ratings.

The Fact-Finder is reluctant to set aside a process for moving employees through the wage schedule on merit rather than automatically through steps where the system appears fair. The opportunity to reach Levels 16 & 17 based on a rolling last five year period puts the opportunity to move to that Level squarely on the employee's shoulder. Moreover a merit system fits within the factor relating to the Public Interest in providing quality service for revenues expended. **The Fact-Finder recommends Section 14.02-14.03-14.04 and 14.05 as proposed by the Library to be included in the new collective bargaining agreement.**

Section 14.02. Merit Level Increases. One year after their last pay increase (the review date) employees will receive one Merit Level increase to a maximum of Merit Level 15 provided the following "Conditions Precedent" are met:

- (a) They last received a "satisfactory" performance evaluation.
- (b) They have not received any formal disciplinary action(written warning or suspension) within the preceding 6 months.
- (c) They are not on a "Performance Improvement Plan"

⁷ Library Exhibit 14

(d) They have been paid for at least one year of their regularly scheduled hours after their last wage increase.

Employees denied a step increase for failure to meet any of the Conditions Precedent shall have a new Review Date established as of the date they satisfy the deficient condition. Employees will receive a one-step increase on the new Review Date unless disqualified by an intervening failure to meet the Conditions Precedent.

Section 14.03. Additional Merit Level Increases. The Library may, in its discretion, award an additional merit level increase to a maximum level of Merit Level 15 to employees who display “distinguished” performance as of their Review Date.

Section 14.04. Red Circled Employees. Employees, as of the effective date of this Agreement, at a higher level of compensation than provided for their job classification on Appendix B will maintain their rate of pay unless and until the applicable pay rate under Appendix B provides for an increase. Except for increases pursuant to Section 14.05 employees at Merit Levels 16 or 17 immediately prior to the effective date of this Agreement will maintain their rate of pay as of that effective date unless and until Merit Level 15 of their job classification provides for an increase.

Section 14.05. Merit Levels 16 & 17. Employees at Merit Level 15 or red circled pursuant to Section 14.04 will be advanced to:

(a) Merit Level 16 when they have received one distinguished or its equivalent rating within their last five annual performance reviews made after they reach Merit Level 15 or

(c) Merit Level 17 when they have received at least 17 or its equivalent rating within their last five annual performance reviews made after they reach Merit Level 15.

The Fact-Finder makes no recommendation for inclusion of a Longevity Pay Increment at 22 and 27 years of Service. Any change in wage structure should come as a result of the bargaining process not the Fact-Finder, especially in the Public Sector where dollars for salaries/benefits must compete with programs for the public service.

ARTICLE 15-HEALTH INSURANCE-

There are two differences between the Library and the Union regarding health insurance. Both would maintain without change the current health care plan. Presently the Library pays 95% of the current premium with the employee contribution set at 5%. Part-time employees permitted to

participate by contributing 40% of the premium. The Library proposes to offer its health care plan to bargaining unit employees on the same basis as provided to all other Library employees, including the Director and Administrative Staff. The Union proposal would freeze the Library contribution at 95% during the agreement and part time employees receiving a Library contribution of 60%.

RECOMMENDATION

Health care cost sharing to control rising health care costs typically dominate labor contract negotiations, particularly cost sharing levels. The Cuyahoga County Public Employees Agreement provides for family coverage with Library contributing 85% of the premium and no contributions toward the dental benefit. The Dayton Agreement provides for family coverage with the Library contributing 80% of the health care/dental/drug/vision plan premium. Part time employees are required to pay 100% of the plan premium. The Cleveland Public Library Agreement provides for the Library to contribute 75% of the family membership in either the Kaiser A HMO or QualChoice POS 5002 plan. The Cleveland Agreement additionally provides for a splitting of the cost of rising premiums where such rise exceeds increases of 25% in the QualChoice and 30% rise in the Kaiser HMO premium. The Library's plan thus compares quite favorably with its comparables. The Fact-Finder adopts the Library proposal for inclusion in the collective bargaining agreement:

Section 15.01. All employees shall be entitled to participate in the Library's current medical insurance program or other programs providing similar coverage, subject to the same contribution/credit, cost containment, eligibility, and similar conditions as are generally applicable to other employees of the Library, including the Director and Administrative Staff. The Employer will provide the Union any information, documents, or records they reasonable request to verify the uniform application of these conditions.

ARTICLE 17-VACATIONS

Section 17.03 (c) Accumulation Maximums. Unused vacation time for full time employees in any year may be accumulated and carried over in a maximum amount of 33 days (264 hours) in excess of which any accruable vacation pay is forfeited. The maximum accumulation of part time employees is 16 ½ days (132 hours). Any employee whose accumulated vacation hours on the effective date of this agreement exceeds the applicable maximum shall be allowed to retain on an

annual basis but not increase, their accumulated vacation benefit until it drops below that maximum. NOTE: TENTATIVE AGREEMENT REACHED AT HEARING.

ARTICLE 23-HOURS OF WORK

Section 23.07-The remaining provision of hours of work relates to premium pay for hours worked between 6:00 p.m. and 7:00 a.m. Employees assigned to these hours are given credit for an additional hour of work, receiving eight hours pay for seven hours of work. The Library would eliminate this premium pay provision while the Union seeks its retention. The Library takes the position that none of the comparables offer this benefit. The Library offers that it pays its employees double time for Sunday work while Dayton, Cleveland, and Cuyahoga Libraries pay about time and one half. It notes that if the premium hour and double time for Sunday work is retained, employees could receive 40 hours pay for 32 hours worked.

RECOMMENDATION:

The purpose of premium pay is to compensate employees for the off shift hours of work, normally considered undesirable. In this case rather than a shift premium, the Library compensates such employees by giving credit for an additional hour of work for the ability to schedule employees to off shift hours to provide library services to the public. The Fact-Finder notes that the Cleveland Public Library provides premium pay to those classifications whose work shift commences on or continues after normal Main Library closing time for hours worked after closing and before 7:00 a.m. the following morning. The Fact-Finder recommends inclusion of Section 23.07 as follows:

Premium hours are those between 6:00 p.m. and 7:00 a.m. Monday through Saturday. If an employee works one or more of the premium hours then he/she shall receive one hour of premium pay. (7 actual hours worked=8 hours credited as worked.) Hours paid as premium pay shall not be counted further or duplicated for purposes of determining the computation of overtime.

ARTICLE 25-NEGOTIATIONS

To summarize the parties' positions, the Union seeks payment for its negotiating team while the Library recommends no payment for negotiations.

RECOMMENDATION

Employees elected to that representative capacity are usually viewed as working in the interest of the Union and employees rather than on the behalf of the employer. The Fact-Finder recommends Section 25.01 as follows:

Section 25.01. Meetings and Compensation. Employees on the Union's negotiating team will not be paid by the Library for their negotiating time. The Library will provide a meeting room for negotiations scheduled during normal working hours and will release from work employees on the Union's team to attend the bargaining sessions.

ARTICLE 26-SCOPE OF AGREEMENT AND INTERPRETATION

Tentative agreement exists on the scope and interpretation provisions except the Zipper and Past Practice provisions. The Library's zipper clause is intended to insure that the bargain is complete and done with for three years. In doing so it proposes specific waivers on the exercise of subjects covered by the Management Rights provision. As it correctly notes, SERB requires a specific waiver to preclude possible mid term bargaining. In seeking to insure that the collective bargaining agreement represents the full and complete bargain reached, the Library proposes that no past practices are incorporated and none are created or inferred from the conduct of the parties.

The Union position makes no reference to the Management Rights Article and while no past practices are incorporated into the Agreement, the door is open to the establishment of what may become a past practice during the term of the agreement.

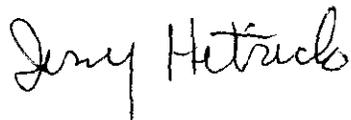
RECOMMENDATION:

The Fact-Finder recommends incorporation into the new collective bargaining agreement the following provisions regarding the Zipper and Past Practice Provisions:

Section 26.05. Zipper Clause-Effects on Bargaining. The parties acknowledge that during the negotiations leading to this Agreement, the Library and Union have had a full opportunity to submit all items appropriate to collective bargaining and this Agreement incorporates their full and complete Agreement and are set forth in this Agreement. Both parties expressly waives the right to submit any additional subject for negotiations during the term of this Agreement, whether or not such subject or matter is referred to or covered in this Agreement or whether or not such subject or matter was or was not discussed during the negotiations leading to the execution of this Agreement. This Agreement represents their full and complete understanding and is the sole source of any rights the Union or member of the bargaining unit may charge the Library has violated in presenting a grievance.

Section 26.6-Past Practices. This Agreement represents the complete source of the rights of the Union and employees covered by this Agreement. No past practices are incorporated into this Agreement or controlling or in anyway affect the relationship between the Parties. No practices, not a written part hereof, may be created or inferred from the conduct of the parties during the term of this Agreement.

Respectfully:

A handwritten signature in cursive script that reads "Jerry Hetrick".

Jerry Hetrick, Fact-Finder

Dated: January 5, 2007

ATTACHMENT A-TENTATIVE AGREEMENTS

LABOR AGREEMENT

ARTICLE 1-PURPOSE OF THE AGREEMENT

ARTICLE 2-UNION RECOGNITION, SECTIONS 2.01, 2.02, 2.04,2.05, 2.06,2.07,

ARTICLE 4-NON-DISCRIMINATION-SECTIONS 4.02, 4.03

ARTICLE 5-SENIORITY-SECTIONS 5.01, 5.02, 5.03, 5.04

**ARTICLE 6-GRIEVANCE & ARBITRATION, SECTIONS 6.01,6.02,6.03-
SETTLEMENT AUTHORITY**

ARTICLE 7-UNION RIGHTS-SECTION 7.01,7.02, 7.03, 7.04, 7.05,

ARTICLE 8-NO STRIKE & LOCKOUT

ARTICLE 11-DISCIPLINE & DISCHARGE

ARTICLE 14-WAGES-AGREEMENT ON 14.02 STEP INCREASES

ARTICLE 16-RETIREMENT

ARTICLE 17-VACATIONS-SECTIONS 17.01, 17.02,17.03 a,b,c,d,e

ARTICLE 18-SICK LEAVE

ARTICLE 19-HOLIDAYS

ARTICLE 20-BEREAVEMENT LEAVE

ARTICLE 21-UNPAID LEAVE

ARTICLE 22-JURY DUTY & COURT APPEARANCES

Article 23-HOURS OF WORK-SECTIONS 23.01,23.02,23.04,23.05,23.06,23.08

ARTICLE 24-TASK FORCES

ARTICLE 25-NEGOTIATIONS-SECTIONS 25.02,25.03,25.04,25.05

**ARTICLE 26-SCOPE OF AGREEMENT & INTERPRETATION-SECTIONS 26.01,
26.02,26.03, and 26.04,26.07,26.08,26.09**

TERM OF AGREEMENT

January 5, 2007

STATE EMPLOYMENT
RELATIONS BOARD

Mr. Robert S. Brown
The Brown Firm, L.P.A.
Attorneys and Counselors at Law
2199 Victory Parkway
Cincinnati, OH 45206

2007 JAN -8 P 1:30

Mr. Jeff Narten
SEIU District 1199
1115 Pendleton Street, 3rd Floor
Cincinnati, OH 45202

Dear Mr. Brown and Mr. Narten:

Enclosed is the Fact-Finder's recommendation for an initial collective bargaining agreement between the Public Library of Cincinnati and Hamilton County and the Service Employees International Union, District 1199.

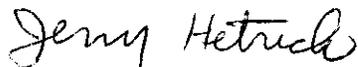
After careful consideration of the evidence, exhibits, my notes, position statements and relevant factors to be considered under O.R.C. 4117-9-05(K) 1-6, the recommendations made by the Fact-Finder reflect his best judgment for a collective bargaining agreement that will allow both parties to provide outstanding Library services to the citizens of Cincinnati and Hamilton County.

Please note that while indicating the percentage of wage increases, I have not put together a Wage Schedule as Appendix B. It is left to the parties to do so as they have the present wage schedule and can update it based on the recommendations.

Both parties professionally represented their respective parties and the Fact-Finder bears the responsibility for his decision. I hope both of you are able to continue your professional relationship and that my recommendation has not impaired your efforts to work together and make this Library the benchmark for others to shoot for.

I appreciated the opportunity to work with both parties and your committees.

Sincerely:



Jerry Hetrick
Fact-Finder
110 EMS B43
Leesburg, IN 46538

Copy: Edward E. Turner