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STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT**  
**BETWEEN**  
**THE NORWALK PUBLIC LIBRARY**  
**AND**  
**OAPSE/AFSCME LOCAL 4/AFL-CIO**  
**AND ITS LOCAL #795**

**January 1, 2012**  
**through**  
**December 31, 2014**

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## **AGREEMENT**

This agreement is entered into by and between the Norwalk Public Library Board of Trustees (hereinafter referred to as the "Library" or "Employer"), and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, Local #795 (hereinafter referred to as the "Union").

The parties hereto in consideration of the promises and agreements herein set forth, and considering their mutual interest and their desire to establish an orderly procedure for the settlement of differences between the Library and the employees, do hereby agree as follows.

### **ARTICLE 1 RECOGNITION**

**Section 1.1.** The Library recognizes the Union as the sole and exclusive bargaining representative for all employees in the following described unit:

The bargaining unit includes all full-time and regular part-time employees in the following classifications: Library Assistant I, Library Assistant II, Library Assistant III (Library Technician), Automation Specialist I, Automation Specialist II, Automation Specialist III, Monitor, Custodial, and Maintenance employees.

Excluded: all other employees including Children's Librarian, Technical Services Supervisors, professional employees, management employees, supervisors, confidential employees, and students as defined by Chapter 4117 of the Ohio Revised Code.

The parties recognize that the Library Assistant and Technical Assistant job duties were merged and are covered under the Library Assistant (Library Technician) classification addressed above.

This recognition shall continue in effect unless altered in accordance with the Ohio Revised Code (O.R.C.).

**Section 1.2. Definition of "Employees".** The term "employee" as used in this agreement shall refer to those persons included in the bargaining unit.

### **ARTICLE 2 DISCRIMINATION AND COERCION**

**Section 2.1.** There shall be no discrimination or intimidation by the Library or the Union against any employee as a result of, or because of such employee's race, color, religion, sex, age, national origin, disability, or membership or non-membership in the Union.

**Section 2.2.** All use of the terms "he/she," "his/her," or "him" in this agreement shall be interpreted as referring to both female and male employees.

**ARTICLE 3**  
**MANAGEMENT RIGHTS CLAUSE**

Except as otherwise expressly provided in a specific provision of this agreement, the Library reserves and retains to it and the administration all management rights under Ohio and federal law to manage, direct, and control the operation of the Library. These rights include, but are not limited to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the function and programs of the 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 operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Take actions to carry out the duties and mission of the organization.

The exercise of the foregoing powers, rights, authority, and duties and responsibilities of management, and the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this written agreement.

**ARTICLE 4**  
**UNION REPRESENTATION**

**Section 4.1. Union Duties.** The Union shall represent all employees of the Library within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

**Section 4.2. Dues/Agency Fee Deduction.** The Library agrees to honor dues deduction authorizations executed by the employee in favor of the Union in accordance with applicable provisions of the Revised Code of Ohio.

Ninety (90) calendar days following the beginning of employment employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit and shall exclude the proportionate amount of Union dues/fees spent on activities not chargeable to such fees. The Union shall notify the Employer and employees of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be determined by the Union in accordance with applicable state and federal laws and state and federal court decisions (statutes). The Union shall represent to the Employer that it has and shall maintain fair share fee reduction and challenge procedures consistent with existing and future statutes. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

Union dues and/or agency fees, as certified annually on September 1, shall be deducted biweekly; payroll deductions of dues or fees shall be forwarded to the OAPSE State Treasurer with a printout of each employee for whom deductions have been made. The Library shall not be responsible for any dues or fee deductions after the employee's employment terminates.

For the purpose of this section, Union dues are a combination of state and Local dues.

The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4177.09(C), and all other applicable laws of like subject matter.

The Union shall indemnify the Library, its members, and its administrative and supervisory employees, including but not limited to the Library Clerk-Treasurer (all hereinafter, "the indemnities"), for, and hold them harmless from, any and all liability, damages, and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnities, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this article.

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

**Section 4.3. Union Stewards.** The Union may designate a Union steward for the Library per department (Adult, Children's, and Technical Services). Union business, including the investigation or processing of grievances shall not be conducted by such steward on Library time or at Library expense unless authorized by the Library and shall not, in fact, interfere with the work assignment of any employee, unless approved by the Library. Stewards attending grievance hearings as set forth under Article 6 herein shall not suffer any loss of pay when such attendance occurs during their regularly scheduled work hours.

All employees will be afforded the opportunity of Union representation at all disciplinary conferences. If a Union steward is involved in the attendance at a disciplinary conference, such steward shall be provided release time if needed in connection with attendance at such proceedings.

Stewards may also attend labor-management meetings and other meetings called by management where a Union representative has been requested, without loss of pay, when such attendance occurs during regularly scheduled work hours.

It shall be the responsibility of the steward to notify his immediate supervisor/department head of the need to be present at a grievance hearing, disciplinary conference, or labor-management meeting.

Union representation and/or Union business shall not be performed during work time except as specifically authorized herein.

**Section 4.4. Privileges of the President and Notification.** The President of the Local or, in his/her absence, the Vice President shall have the privileges accorded to Union stewards and shall represent in lieu of or in the absence of a steward. The Union must notify the Director, in writing, of the designation of stewards and Local officers in order for such stewards/officers to be recognized.

**Section 4.5. Access to Premises.** Official OAPSE field representatives and/or Union stewards may consult with employees of the bargaining unit before the start of and at the completion of the day's work and shall be permitted access to work areas at such times only for the purposes of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this agreement. This privilege is extended to include access to work areas at other times subject to the approval of the supervisors and subject to the understanding that work assignments are not, in fact, to be interfered with, except with approval of the supervisor in the Library. Visits in accordance with the immediate preceding sentence shall be by prior arrangement with the supervisor that is not a member of the bargaining unit. Such field representative, Union steward, or Local officer shall, after entering a building during normal Library hours, first inform the supervisor in the building of his presence. The Library will be supplied with a list of authorized field representatives, Union stewards,

and Local offices, which list shall be kept current by the Union. The Library shall furnish to the Union the names of all supervisors.

**Section 4.6. Use of Buildings and Equipment.**

- A. The Union shall have the right to use the Library for Union meetings after the workday, and shall record such meetings in the "meeting room book."
- B. The Union will use the building use agreement whenever it desires to use a particular room for a meeting, so that provisions may be made for the appropriate custodial and security service. The Union will schedule its meeting to avoid conflict with Library activities or previously scheduled meetings or events.
- C. The Union may use, after the workday, Library telephones, typewriters, computers, copy machines, fax machines, and audio visual equipment, provided they are not being used or are not required for any Library business or activity. Fees for copies and facsimile transmissions for the Union shall be the same as the established employee rate as set forth in Section 17.10 herein.
- D. The Union may not use Library property, equipment, or supplies in preparation of, or in conjunction with, a work stoppage, work slowdown, or a strike.
- E. The Union will provide all supplies and shall promptly pay for all long distance calls and any tax attributable to the Union's long distance calls.
- F. The Union will assume financial responsibility for any loss or damage to Library equipment which is caused by Union use.

**Section 4.7. Bulletin Board.**

- A. The Union may provide one (1) bulletin board for exclusive use by the Union in the staff break area. Such bulletin board shall be placed in a conspicuous place where it is available to all bargaining unit employees.
- B. All notices posted on the bulletin board shall be signed, posted, and removed by an officer of the Union.
- C. Notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval:
  - 1. Union recreational and social affairs;
  - 2. notice of Union meetings;
  - 3. Union appointments;
  - 4. notice of Union elections;
  - 5. results of Union elections;
  - 6. general Union business of interest to employees;

7. correspondence of the Union.

- D. All other notices of any kind not covered in (1) through (7) above must receive prior approval of the Employer (Director or department supervisor) and the President of the Local. The Employer shall inform the Local President of any alleged violation and may proceed with proper recourse. No Union-related postings of any kind may be posted anywhere in the Employer's facilities except on the designated bulletin board area.

**Section 4.8. Directory Information.** By September 1 of each Library year the Library shall provide the Union with a list of names, addresses, telephone numbers, and assignments of all bargaining unit employees.

**Section 4.9. Financial Documents.** The Union has the right to receive one (1) copy of the budget and the annual appropriations.

**Section 4.10. OAPSE North Central District Meeting.** Employees who are members of the Ohio Association of Public School Employees may request the use of vacation, personal leave, or compensatory time to attend the annual district meeting (October) of the above Union. The employee shall file a request for the released time according to current contract requirements for personal leave, vacation, or compensatory time.

**Section 4.11. Officers/Delegates to OAPSE Conference.** A three (3) day leave of absence with pay shall be granted to officers of the Local and duly certified delegates to the OAPSE annual convention, provided that such number of delegates shall not exceed a total of two (2) delegates from the Local. Delegates may attend the convention only after a formal written request is submitted at least thirty (30) calendar days prior to such convention and approval has been received from the Director. No expenses beyond normal daily pay will be paid by the Library.

**Section 4.12. Labor/Management Committee.** There shall be established a committee of four (4) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties and problems which may occur from time to time in the administration of this contract. Five (5) calendar days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless the parties mutually agree otherwise. Two (2) members of the committee shall be appointed by the Library and two (2) shall be appointed by the Union.

**Section 4.13. Employee Orientation.** After the first ninety (90) days of employment, the Library shall allow a Union representative to address new employees for a reasonable period of time not to exceed twenty (20) minutes. A minimum of twenty-four (24) hours advance notice is required.

**Section 4.14. State Officer.** If a member of OAPSE Local 795 is elected to the position of OAPSE State President, State Vice President, or State Secretary, that

person shall be granted up to fifteen (15) days of unpaid leave per year, to conduct official Union business, in addition to leave granted elsewhere in this agreement.

## **ARTICLE 5** **CONTINUOUS PERFORMANCE**

**Section 5.1. No Strike Clause.** The members of the Union agree that they will neither cause nor sponsor any strike, slowdown, or other work stoppage during the term of this agreement. In the event that the Union violates this provision, they shall be subject to appropriate penalties by the Library; provided, however, that any disputes as to whether this provision has been violated shall be subject to the grievance procedure.

**Section 5.2. No Lockout.** In recognition of this continuous performance pledge, the Library agrees that there will be no "lockout" of the bargaining unit employees except if such "lockout" is a result of the Library's inability to pay which results in the closing of the Library.

**Section 5.3. Initiation/Participation in a Strike.** Any employee who initiates or participates in a strike or other act prohibited by this article will be subject to disciplinary action by the Library; provided, however, that the question of such participation shall be subject to the grievance procedure set forth in Article 6.

**Section 5.4. Union Cooperation.** The Union will make every reasonable effort to prevent or terminate violations of this pledge.

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

The Library recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Library employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**Parties in Interest.** The lodging of any grievance shall be the right of an individual employee, group of employees, or the Union. Grievant shall have the right to be represented at any grievance hearing by a representative of the Union.

**Section 6.1. Grievance Procedure – Defined.** A grievance is defined to be any question or controversy between any employee or the Union with the Library involving:

- A. The interpretation or application of the provisions of this agreement;
- B. The effect, reasonableness, or application of any work rule established or enforced by the Library;
- C. The discipline or discharge of any employee.

**Section 6.2. Grievance Forms.** Forms for processing grievances are available through the Director's office or a Local Union steward.

In the event there is a grievance which affects a number of employees or which involves a condition of general concern to the employees, it may be submitted as a grievance at Step 2 by the Union, provided: the grievance involves employees in more than one (1) department (group grievance).

**Section 6.3. Grievance Steps.** Each grievance shall be processed in the following manner:

**Step 1.** Within seven (7) calendar days after either an employee or the Union has the knowledge of the incident/occurrence which is the subject of the grievance, the employee involved (or the Union, as provided in 6.2 above) will reduce his/her grievance to writing, on forms agreed upon, and will submit it to his/her immediate supervisor or administrator. The written grievance form will detail the statement of the grievance, section of agreement claimed to have been violated and relief requested. Within seven (7) calendar days of receipt of the written grievance, the supervisor shall investigate the grievance, which shall include an informal meeting with the grievant and appropriate local union representative, as applicable. Such informal meeting shall not be considered a hearing as set forth in section 6.5 herein; however the grievant shall be provided an opportunity to present relevant evidence in support of the grievance. Additionally, a second supervisor will be present at the meeting as an observer. The Supervisor shall respond to the grievance within fourteen (14) calendar days of the informal meeting, by submitting a written response detailing the reasons for the decision to the Union with a copy to the grievant.

**Step 2.** If the grievant is not satisfied with the decision concerning his/her grievance at Step 1 he/she may, within seven (7) calendar days of issuance of such decision, forward his grievance to the Director for hearing. The Director and/or his designated representative, will mutually schedule, with the Union President or Grievance Chairperson, a hearing on the grievance within fourteen (14) calendar days of its receipt by him or at such later time as mutually agreed to by the parties. Within fourteen (14) calendar days following such hearing, the Director

or his designee shall state his decision in writing, with details of the reasons for the decision, attach it to the grievance form, and forward a complete copy to the Union and the grievant.

**Step 3.** If the grievance is not resolved at Step 2, the employee and/or the Union, within seven (7) calendar days following receipt of the Step 2 response, shall have the right to appeal the grievance to the arbitration procedure by submitting written notice to the Director. The members of the parties' permanent arbitration panel are William Richard, David Pincus and David Beckman. The arbitrators on the panel will be renewed every three (3) years unless one or more is mutually agreed to be replaced. An arbitrator will also be replaced by mutual agreement in the event of death, retirement or prolonged illness. The parties shall select an arbitrator from the panel for each case through a random drawing. Once selected, the arbitrator's name will no longer be available for selection until all remaining arbitrators on the panel have been selected.

**Section 6.4. Time Limits.** The failure of the grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal and a final disposition of the grievance shall be made on the basis of the last decision given so far as the Library grievance steps are applied.

The failure of the Library to respond within the time limits set forth in any of the previously mentioned steps shall be cause for the grievance to be sustained without prejudice provided that the grievance was timely, and solely where the remedy requested was reasonable and commensurate with the alleged violation and this agreement.

Time limits may be extended by mutual written agreement of the parties.

**Section 6.5. Hearings.** All grievance hearings shall be held during the Library established normal working hours of 9:30 a.m. – 8:30 p.m. A representative of the Union may accompany and represent the grievant at all steps of the grievance procedure, and the grievant shall have the right to present witnesses and question such witness on the matter of the grievance and shall have the right to present any other relevant evidence in his/her own behalf. An employee shall not be represented or accompanied by any other representative but an official Union representative at any grievance hearing. An employee may represent himself/herself in Step 1 or in Step 2 of this procedure.

Copies of all written decisions of grievances shall be sent to all parties involved.

**Section 6.6. Arbitration.** The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator shall not have the power to add to, subtract from, or modify this agreement. Only grievances and disputes between the parties as to the interpretation, or application, of this agreement shall be subject to arbitration as herein provided. General wage scale and other economic issues as well as the extension, renegotiation, or renewal of this agreement shall not be subject to arbitration.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be born totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between the parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be born by the party they represent. At the request of either party, a stenographic record of the arbitration proceedings shall be made.

**Section 6.7. No Reprisals.** No reprisals of any kind shall be taken by the Library or any member of the administration against any party filing a grievance or any member of the grievance committee or any other participants in the grievance procedure by reason of such participation.

**Section 6.8. Grievance Records.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE 7** **SENIORITY**

**Section 7.1. Seniority Defined.** The principle of seniority as defined within this agreement shall prevail. The Library Fiscal Officer/designee will maintain the seniority list.

- A. **System.** System seniority shall be defined as the length of employment by an employee with the Library as computed from the employee's earliest date of hire, without a break in service. The Library agrees to maintain a seniority list of all employees in the bargaining unit by including name and date of employment.
- B. **Job Classification.** Job classification seniority shall be defined as the length of employment by an employee in a particular job classification as computed from the employee's most recent date of entry into such job classification. Job classifications shall correspond with the job titles set forth in Article 1.
- C. **Department Seniority.** Department seniority shall be defined as the continuous length of employment by an employee, but shall be ranked by department (i.e., Adult Services, Children's Room, Maintenance, Shared Services, Technical Services), without a break in service. Any Library Assistant/Technician regularly

assigned as a "Floater" shall, for purposes of Departmental Seniority, be ranked within each Department he/she is regularly assigned and scheduled.

D. Work schedules for library assistants shall include evening hours. Evening work assignments shall be based on seniority, with nights off being rotated down through the seniority list as follows:

1. Evening work is rotated by classification/assignment (e.g., Adult Services and Children's); and
2. It is recognized that programming requires specific assignments for purposes of consistency, efficiency, and effectiveness; and
3. Evening hours worked for purposes of emergency and/or necessary coverage resulting after the issuance of the regular schedule are not considered as part of the rotation of evening work; and
4. Approved paid time off (i.e., vacation, sick leave, and/or personal leave) will correspondingly reduce the evenings when such requests are timely submitted; and
5. As evenings off are expected to be rotated, variances of two (2) evenings or less per month shall be considered consistent with the provisions set forth herein; and
6. Floaters will have scheduled evening work in either department (Adult Services and Children's) credited for purposes of the evening work rotation.

Notwithstanding the above, employees may volunteer to work additional evening hours on a regularly scheduled basis by submitting written notice to the Departmental Supervisor and the Assistant Director/designee. Requests to cease any such additional evening hour must be submitted by the 10<sup>th</sup> of the preceding month.

Employees may volunteer to be considered for work on additional Saturdays in a month by submitting written notice to the Departmental Supervisor and the Assistant Director/designee. Requests to cease any such additional Saturdays must be submitted by the 10<sup>th</sup> of the preceding month.

E. Whenever a "call off" occurs, the Employer will determine if non-overtime schedule adjustments and/or additional coverage are needed. "Call off," as used herein, means that an employee has called in to report an immediate, unscheduled absence for that work day. "Schedule adjustments," as used herein, may include non-overtime adjustments of the scheduled circulation staff, adjustments between circulation departments, a non-overtime extension of hours of scheduled circulation department personnel, and/or voluntary split shifts for

circulation staff. "Overtime" as used herein is defined as any hours worked by an employee resulting in more than eight (8) hours in a work day and/or forty (40) hours in a work week. Any overtime schedule adjustments will be assigned by seniority.

If the Employer subsequently determines that additional coverage is needed for specific hours due to a "call off," the specific hours will be offered to available employees in order of seniority as follows:

1. To non-working staff within the department where the additional coverage is needed;
2. To non-working staff within the other circulation department;
3. To working staff within the department where the additional coverage is needed;
4. To working staff within the other circulation department;
5. To working, and if necessary non-working, staff within technical services.

If sufficient coverage is still not available after the hours have been offered as set forth above, the Employer shall have the ability to take whatever steps are necessary to ensure adequate coverage.

- F. Whenever the Employer determines that a short term staffing shortage other than a "call off" exists, the Employer may make necessary non-overtime schedule adjustments to correct the shortage. If additional coverage is subsequently determined necessary, the specific non-overtime hours determined to be open will be offered to available and qualified part-time and thirty (30) hour staff, by seniority. For purposes of this provision, a "short term" staffing shortage shall mean a determined shortage expected to extend for three (3) consecutive work days or less. "Overtime" as used herein is defined as any hours worked by an employee resulting in more than eight (8) hours in a work day and/or forty (40) hours in a work week. Any overtime "schedule adjustments" will be assigned by seniority.

If additional coverage is subsequently determined necessary for a short term staffing shortage, the hours will be offered to available employees in order of seniority as follows:

1. To non-working staff within the department where the additional coverage is needed;
2. To non-working staff within the other circulation department;
3. To working staff within the department where the additional coverage is needed;

4. To working staff within the other circulation department;
5. To working, and if necessary non-working, staff within technical services.

Thereafter, any overtime hours will be offered to qualified and available full-time and part-time staff, based upon seniority as follows:

1. To non-working staff within the department where the additional coverage is needed;
2. To non-working staff within the other circulation department;
3. To working staff within the department where the additional coverage is needed;
4. To working staff within the other circulation department;
5. To working, and if necessary non-working, staff within technical services.

Determined staffing shortages expected to exceed three (3) consecutive work days shall be considered "extended" shortages and may be filled by assignment and schedule adjustments of available and qualified part-time and thirty (30) hour employees, by seniority, up to a maximum scheduling of thirty-seven and one-half (37.5) hours per week, per employee. Thereafter, any overtime hours will be offered to qualified and available full-time and part-time staff, based upon seniority as follows:

1. To non-working staff within the department where the additional coverage is needed;
2. To non-working staff within the other circulation department;
3. To working staff within the department where the additional coverage is needed;
4. To working staff within the other circulation department;
5. To working, and if necessary non-working, staff within technical services.

No employee can be compelled to accept: scheduling adjustments, additional temporary hours from a short term staffing shortage or an extended staffing shortage, overtime hours, or any other temporary hour increases.

- G. A seniority roster listing system seniority and department seniority will be updated and provided to the Union and posted in September of each year.

A break in service occurs upon termination of employment, i.e., dismissal, resignation, retirement, or absence without leave of three (3) consecutive workdays or more.

**Section 7.2. Probationary Period.** There shall be a probationary period of ninety (90) calendar days to allow the Library to determine the fitness and adaptability of any new

employee it may hire to do the work required. During such time a new employee shall have no seniority rights and his qualifications to do the work required, or his discharge or layoff for any reason, shall not be subject to the grievance or arbitration procedures set forth in this agreement. Employees retained beyond this probationary period shall have their system seniority computed as to their date of hire; their job classification seniority computed as of their latest date of entry into the job classification.

Probationary employees will not be eligible to be paid for emergency leave/personal leave, holidays, and emergency closings during their ninety (90) calendar day probation period. Probationary employees will be eligible for unpaid jury duty and bereavement leave under the terms of Section 16.5 and 16.7 respectively.

**Section 7.3. Regular Full-Time/Part-Time/Substitutes.** Only regular full-time or regular part-time employees shall accumulate seniority. Substitutes/temporary employees shall not accumulate seniority and are not considered as either full-time or part-time employees subject to the terms of this agreement. Such individual shall only be used to fill a vacancy caused by a vacation, sick leave, leave of absence, and/or in case of temporary staffing shortages.

**Section 7.4. On L.O.A./Layoff.** Employees on an approved leave of absence or on layoff shall retain all lawful rights of seniority provided in Article 7.1.

**Section 7.5. Employee Accepting a Non-Bargaining Unit Position.** Any employee who accepts a non-bargaining unit position shall retain the seniority accumulated while in the bargaining unit. Employees will not earn and/or be credited with any seniority while outside the bargaining unit. An employee may return to the bargaining unit only if a vacancy exists or a new position is created.

**Section 7.6. Reinstatement.** If an employee is dismissed and the employee is reinstated through a proper appeal, all seniority rights shall be restored as if dismissal had not occurred, and the employee shall be reinstated in insurance programs on the basis that exists at the time of reinstatement.

## **ARTICLE 8**

### **JOB VACANCIES/TRANSFERS/ASSIGNMENT**

#### **Section 8.1. Vacancies Defined.**

- A. **Short-Term Absence:** day-to-day vacancy due to the absence of an employee from the regularly assigned position.
- B. **Temporary Vacancy:** exists when the Library becomes aware that the absence of a regularly assigned employee will extend beyond thirty (30) calendar days.
- C. **Permanent Vacancy:** exists when a position has been vacated, or when the Library creates a new position, and posts the position for bid.

**Section 8.2. Posting of Vacancy and/or New Position.** When a full-time or part-time vacancy occurs or a newly created position occurs it shall be posted on the bulletin board for a period of seven (7) calendar days in the staff area. The notice of vacancy shall contain a completed description of the position including the type of position, required qualifications, desired location, and time schedule.

**Section 8.3. Assignment.** An employee wishing to be considered for a vacancy must submit a written bid to the Director by the end of the posting period. The vacancy/position shall be awarded.

- A. Library Assistant (Library Technician): to the most qualified employee within fifteen (15) calendar days following the last day of posting.
- B. Custodian: the Director will interview all qualified employees who submitted a bid on the position/vacancy. The position will be awarded within seven (7) calendar days following the last interview, but no later than fifteen (15) calendar days following the last day of posting.
- C. An employee transferred to fill a vacancy or a newly created position that is considered a promotion or lateral transfer to another department shall serve a probationary period not to exceed fifteen (15) calendar days. If such employee's performance is unsatisfactory as evaluated by the Director, he/she may be reassigned to his/her former position at the same hourly rate earned prior to his/her probationary appointment with no loss of seniority. Within the fifteen (15) calendar days of accepting the promotion, an employee may elect to return to his/her former position with no loss of seniority rights and at the same rate of pay prior to accepting such promotion.
- D. The Director shall furnish the Local President a copy of each position posted, bids received, and awards rendered.

## **ARTICLE 9 WORKDAY/OVERTIME**

**Section 9.1. Normal Schedule for Regular Full-time Employee.** The employee workday shall be the regularly scheduled shift with a fixed starting and ending time. Notice of the workday schedule will be furnished to the Union on the twentieth (20) of the month prior to the start of the following month.

A minimum of five (5) bargaining unit employees will be scheduled a minimum of thirty (30) hours per week. All bargaining unit employees working thirty (30) hours or more per week will be considered regular full-time.

This section shall not restrict the extension of the regular workday or workweek. All work over eight (8) hours a day and/or forty (40) hours in one (1) week shall be

compensated at one and one-half (1½) times the regular rate. Any employee who performed work on a Sunday shall be compensated at one and one-half (1½) times their regular hourly rate.

Employees should supply their supervisor with vacation requests by the tenth (10<sup>th</sup>) of the preceding month.

**Section 9.2. Normal Schedule for Regular Part-Time Employees.** All bargaining unit employees working less than thirty (30) hours per week will be considered regular part-time. The normal schedule of hours for regular part-time employees shall consist of a minimum of five (5) consecutive hours of work, or four (4) consecutive hours voluntarily, in any one (1) day, with a minimum of twenty (20) hours per week.

An employee may be scheduled to work more than five (5) consecutive hours in a day so long as he/she received a minimum of twenty (20) hours per week.

Any employee who performs work on a Sunday shall be compensated at one and one-half (1½) times their regular hourly rate.

Employees should supply their supervisor with vacation requests by the tenth (10<sup>th</sup>) of the preceding month.

No employee can be compelled to accept temporary hour increases.

**Section 9.3. Compensation in Excess of Eight (8) Hours/Forty (40) Hours.** The Library will compensate employees working overtime at the rate of one and one-half (1½) times their regular hourly rate for all hours worked in excess of eight (8) hours in a workday and/or forty (40) in any week. All overtime work must be authorized by the Director or his designee.

Any employee working overtime beyond eight (8) hours per day and/or forty (40) hours per week may elect compensatory time in lieu of one and one-half (1½) overtime pay, and will be given compensatory time at the one and one-half (1½) rate.

Compensatory time usage must be in one-quarter (¼) hour increments and requires prior approval of the supervisor/department head.

Staff members who elect to take compensatory time rather than compensation (wages, money) for time worked above their scheduled time will receive equal time up to eight (8) hours per day and forty (40) hours per week.

**Section 9.4. Breaks.** Employees working a scheduled day of seven (7) or more hours shall be provided two (2) fifteen (15) minute breaks, one of which shall occur during the first half and one of which shall occur during the last half of the workday. Employees working a scheduled day of four (4) or more hours shall be provided one (1) fifteen (15)

minute break. The break(s) may be scheduled by the responsible supervisor and may not be used to adjust the employee's scheduled workday.

Employees wishing to take additional time for breaks may make up time, at the beginning or end of shift, with prior approval of the supervisor. This approval may be given, in writing, on a continuing basis without requiring daily requests.

**Section 9.5. Pyramiding/Duplication.** There shall be no pyramiding or duplication of overtime pay. Where two (2) overtime or premium rates are applicable, only one (1) shall be paid.

**Section 9.6. Employees Making Building Checks.** The custodian may be required to make a building check on days when he/she is not regularly scheduled to work. The employee shall receive overtime pay or compensatory time off for all hours or part of an hour while performing a building check. In the absence of the custodian, a designated employee may be required to perform the building check.

**Section 9.7. Emergency Closing of the Library.** In the event of an unscheduled closing all employees scheduled for work shall suffer no loss of pay. Employees will be compensated at their regular rate of pay for all hours scheduled on such day. Regularly scheduled employees who requested and were approved time off or who reported off on the day of an unscheduled closing are not entitled to additional compensation, nor reimbursement of any leave.

## **ARTICLE 10 WORKING CONDITIONS**

**Section 10.1. Job Description.** Job descriptions shall list the major duties or essential functions of the particular position and shall include all functionally related duties. The Employer will provide a job description to each employee when hired, transferred, promoted, or demoted into a classification/position. Affected employees will also be provided with any revised job description.

Job descriptions are appended hereto for reference only and shall not be a part of this agreement.

Whenever a significant change in a job description occurs, the Employer will meet and discuss the revised job description with the Union seven (7) calendar days in advance of implementation of the revised description. Should a dispute arise as to the appropriateness or reasonableness of the level assignment or classification assignment (e.g., Library Assistant [Library Technician] I, II, or III) for the new or modified duties, the dispute may be processed as a grievance and submitted directly to Step 3 following the meeting between the parties.

Whenever a new classification is 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 of either party, the parties will meet to discuss inclusion/exclusion. Should the parties be unable to reach agreement, the Union may petition the State Employment Relations Board (SERB) pursuant to the applicable procedures under 4117 O.R.C. The Employer shall meet to negotiate the wage rate for any new classification determined to be in the bargaining unit, and the parties shall petition SERB to amend the bargaining unit as appropriate.

**Section 10.2. Change in Working Conditions.** The Library shall make it a practice to discuss with the Union, in advance, changes in working conditions which affect multiple classifications of employees or affect employees within a classification throughout the Library.

**Section 10.3. Creation of Second and/or Third Shift.** Should the Library determine to implement a second or third shift, the Library will meet and negotiate with the Union.

**Section 10.4. Evaluation.** The performance evaluation is a primary tool among several methods in gauging employee function. Any unsatisfactory behavior may be brought to the attention of both the employee and the administration during the evaluation procedure.

## **ARTICLE 11 JOB SECURITY**

### **Section 11.1.**

- A. **Subcontracting.** The Employer agrees not to subcontract exclusive bargaining unit work in any manner that would cause any bargaining unit employees to be laid off or reduced in regularly scheduled work hours, classification, or wages.
- B. **Transfer of Work.** The parties recognize that bargaining and non-bargaining unit job tasks overlap and that non-bargaining unit employees may perform bargaining unit work to assist with programs and other public service needs. However, the Employer agrees that non-bargaining unit staff shall not perform exclusive bargaining work on a permanent basis to the extent that any bargaining unit employee would be laid off or reduced in regularly scheduled work hours, classification, or wages.

**Section 11.2. Study Programs.** The parties understand and agree that from time to time the Library enters into work study programs and other programs designed to further the technical education of students and/or give them employment experience and undertakes other educational programs which call for the employment of student helpers involved in study programs. The above provisions of this agreement are not intended to exclude such educational programs; however, the employment of persons under those programs shall not in any way be used to reduce the number of employees of the Library, or be used to reduce the hours of employees of the Library, or the hiring of full-time and/or part-time employees.

**Section 11.3. Layoff and Recall.**

- A. The Library may determine to lay off employees due to lack of work, or a lack of funds.
- B. In the event of a layoff the Library shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within seven (7) calendar days of such notification, a meeting shall be scheduled between the Library and the Union to discuss the reasons for the layoff, the affected employees, and the date of the layoff. In the event of a recall the Union will be notified as soon as possible.
- C. The Library shall layoff employees on the basis of available work within each job classification. Layoffs will be in reverse order of system seniority within each affected classification.
- D. When an employee is to be laid off, the employee may bump the least senior employee in his/her job classification. An employee bumped may then bump a less senior employee in another job classification if he/she is qualified to perform that work. If the bumping employee's performance is unsatisfactory as evaluated by the Director within a 15 calendar day familiarization period, the employee will be laid off. In cases of indefinite layoff, the Library will pay affected employees, at the end of the layoff notice period, all accrued and unused vacation leave and compensatory time off.
- E. Employees laid off after January 1, 2011, shall retain their seniority and will continue to be employees for a period of eighteen (18) months from the last day of work before layoff. The names of laid off employees shall be maintained on a recall list. Employees laid off must be recalled to a vacancy in the classification from which they were laid off or to any other vacancy which they are qualified to perform before the position can be filled by a new hire. Employees shall be recalled in order of system seniority. The offer of recall shall be made by written notice sent to the employee at his/her most recent address of record by certified mail. It is the employee's responsibility to keep the Library informed of his/her up-to-date address. The employee shall have ten (10) workdays after the notice is mailed to accept the offer of recall and report to work. If he/she does not report during such ten (10) work day period, his/her name shall be eliminated from the recall list and the employment relationship between him/her and the Library shall cease.

**ARTICLE 12**  
**EMPLOYEE DISCIPLINE**

**Section 12.1. Conference and Disciplinary Action Defined.** Employees who have successfully completed their initial probationary period shall not be disciplined (reduced in pay, suspended, demoted, or discharged) except for just cause.

**Section 12.2. Conference.** An informal meeting between supervisor and employee. Any employee determined to be improperly performing some facet of his/her duties and/or responsibilities may be conferenced by his/her supervisor(s). This conference will indicate to the employee exactly what is not acceptable. Such sessions will be documented and signed by both parties (employee and supervisor). Any employee who has been conferenced is entitled to a copy of the signed documentation upon request and may respond in writing if he/she disagrees with the conference report.

Conference sessions will primarily be used as a basis to review improper or substandard job performance separate from the evaluation procedure as deemed appropriate. Such sessions will be used to advise, suggest, and recommend and will not be considered as a form of disciplinary action. The employee may be accompanied by a Local Union representative or an OAPSE representative. Arrangements by an employee for a representative will not delay the conference, except that a prearranged conference involving the Director be scheduled with at least four (4) calendar days advance notice.

**Section 12.3.** Discipline may include:

- A. **Verbal/Written Reprimand.** This is a written statement addressed to the employee and presented to him/her by his/her supervisor, relating all the details and facts of the rule's infraction within seven (7) calendar days of direct knowledge of the occurrence or conclusion of the conference hearing, as applicable. A copy of the verbal/written reprimand will also be provided to the Union representative.
- B. **Written Reprimand.** For the employee who failed to heed a previous warning or warnings, or whose offense warrants this level of discipline. Addressed to the employee and presented to him/her by his/her supervisor, relating all details and facts of the rule's infraction within seven (7) calendar days of direct knowledge of the occurrence or conclusion of the conference hearing, as applicable. The employee may request a Union representative. A copy of the reprimand is placed in the personnel file and becomes part of the permanent work record.
- C. **Suspension.** The Library may suspend an employee for just cause, subject to appeal through the grievance procedure. The suspension is another disciplinary action usually used in more serious infractions, such as, but not limited to, insubordination, neglect of duty, etc. The imposition of time off, without pay, will not exceed five (5) working days.

- D. Demotion. May be used when an employee has been disciplined and is subject to appeal through the grievance procedure. The demotion may be a reduction in hours, wages, or classification. Demotion may be imposed for such offenses as continual lateness, abuse of sick leave, etc.
- E. Dismissal. The ultimate disciplinary measure provided. Termination of employment is subject to appeal through the grievance procedure. Dismissal may be imposed for such offenses as theft, fighting, alcohol/drug abuse on the job, sexual harassment, etc.
- F. Gross Misconduct. An employee who commits an infraction which is considered by the Library to be gross misconduct will be subject to suspension or dismissal. Gross misconduct will be defined to include: immoral conduct on the job, use of intoxicants or illegal drugs on the job, insubordination, neglect of duty, fighting, conviction of a felony, criminal offense related to sexual misconduct or child abuse, or sexual harassment.

**Section 12.4. Hearings.** A hearing will be held before the imposition of any disciplinary action that may impose an economical hardship on the employee (i.e., demotion, suspension, or dismissal). The employee will be given four (4) calendar days advance notice of the hearing, except when it is necessary to relieve an employee for the safety and welfare of the community, other Library employees, or the supervisor(s) in charge of the employee. The employee has the right to Union representation during any hearing. (See Article 12.6, Employee Notification.)

**Section 12.5. Relief From Duty.** Employees may be relieved from duty as a suspension which will be without pay for disciplinary reasons. The employee will be afforded a hearing before the Director before such relief from duty is executed. Where it is immediately necessary to relieve an employee for the safety and welfare of the community, other Library employees, or those persons placed in charge of the employee, the previously mentioned hearing can be scheduled and held after the commencement of the suspension. In such cases, at least twelve (12) hours advance notice shall be given to the employee. Any employee may also be immediately relieved from duty to preserve the order and discipline of the Library. Should it be necessary to relieve an employee from duty, without pay, it should only be done by the Director or his/her designated representative. This will be followed by the immediate notification of the employee's immediate supervisor.

Any employee relieved from duty must receive documentation in writing and a copy forwarded to the employee's supervisor within twenty-four (24) hours of such action. If the suspension of an employee is found to be unwarranted, the employee will receive full compensation for wages lost during the suspension.

**Section 12.6. Employee Notification.** Disciplinary actions shall be based on procedures which include the following:

- A. The employee will normally receive at least four (4) calendar days prior written notice of a hearing which indicates the alleged misconduct.
- B. The employee will have the right to be represented by a Union steward or other OAPSE representative.
- C. The employee will have the right to present any related evidence on his/her behalf.

**Section 12.7. Personnel File.**

- A. Each employee shall have only one (1) personnel file which shall be maintained in the Director's office.
- B. No material derogatory to a bargaining unit member's conduct, service, or personality shall be placed in his/her official file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign the material by the employee will be noted, but not preclude placing it in the file. The employee will have the right to submit a written response to such material and the response will be attached to the material in question.
- C. The employee will have the right, within a reasonable time, upon written request to the Director to review and obtain one (1) copy of the material in the file excluding confidential pre-employment information, ratings, reports, or records which were obtained prior to the employment of the employee involved.
- D. Records will not be removed from the office of the Director.
- E. Any person who places written material or drafts written material for placement in an employee's file will sign the material and signify the date on which such material was drafted. Any written material placed in personnel file will indicate the date of such placement.
- F.
  - 1. No evaluation of an employee will be placed in personnel file without an opportunity for discussion between the employee and evaluator.
  - 2. Evaluations will only be based upon the observation or knowledge of the evaluator. Under appropriate circumstances, a negative evaluation will include specific recommendations for improvements. The employee will have the right to review an evaluation in accord with Section B above.

- G. Only the procedural aspects of this article (not the substantive content of the evaluation) will be subject to the grievance procedure.

**Section 12.8. Force and Effect of Disciplinary Actions.** Suspension(s) will cease to have force and effect for purposes of progressive disciplinary action after one (1) year of good behavior as demonstrated by a lack of any disciplinary action during the most recent twelve (12) month period.

## **ARTICLE 13 HOLIDAYS**

### **Section 13.1. Designated Holidays.**

- A. All employees shall be entitled to the following paid holidays at their regular rate of pay (full-time, seven and one-half [7½] hours; part-time, five [5] hours):

New Year's Day	Thanksgiving Day
President's Day	Columbus Day
Memorial Day	Veterans Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Martin Luther King Day	New Year's Eve

The Library shall close at 5 p.m. on the Wednesday before Thanksgiving. Staff will be scheduled to work within the 9-5 time period. This closing will not involve any holiday pay.

When a designated holiday falls on a Monday or Friday, thirty-seven and one-half (37½) hour employees will normally not be scheduled to work on the Saturday of the holiday weekend. If it becomes necessary to schedule any thirty-seven and one-half (37½) hour employees for said Saturday, it shall be done by inverse order of seniority (least senior first, etc.).

- B. In addition to the foregoing, any day declared by the President of the United States or the Governor of the State of Ohio calling for the closing of public offices and institutions, shall constitute a paid holiday for all employees otherwise scheduled to work on that day.

**Section 13.2. Holiday Eligibility.** In order to be eligible for any of the above defined holidays with pay, the employee must have accrued earnings on his next preceding and next following scheduled workdays before and after such holiday or be properly excused from attendance on both of those days.

Employees on unpaid leave are not eligible for holiday pay. New employees will not be eligible for holiday pay during their ninety (90) calendar day probationary period.

**Section 13.3. Holidays Falling on a Sunday.** A holiday falling on a Sunday shall be celebrated on the Monday following such holiday.

**Section 13.4. Employees Required to Work on Holidays.** If any employee is required to work on a holiday, he/she will be paid or elect to receive compensatory time in the amount of one and one-half (1½) times his/her regular hourly rate of pay for all hours worked in addition to his/her holiday pay. An employee required to work on a holiday will be guaranteed a minimum of four (4) hours of work.

**Section 13.5. Religious.** An employee may be absent, with pay, on a day identified by duly constituted religious body which has established that the proper observance of such religious holiday prohibits the performance of work on such day and provided the employee is an active member of such religious body. Requests for such absence shall be made to the Director at least fourteen (14) calendar days prior to the holiday. Such absence shall not exceed three (3) days during the year and not be deducted from sick leave.

**ARTICLE 14  
VACATION**

**Section 14.1. Vacation Eligibility.**

A. Employees who have completed one (1) full year of continuous service with the Library shall be eligible for vacation with pay as follows:

<u>Years Employed By Library</u>	<u>Weeks of Vacation</u>		
1 but less than 8 years	2 weeks up to a maximum of 75 hours		
8 but less than 12 years	3 weeks up to a maximum of 112.5 hours		
12 years and above	4 weeks up to a maximum of 150 hours		
<b>Rate of Computation Scheduled Hours Per Week</b>	<b>Vacation Eligibility (Maximum Annual Hours &amp; Credit Per Month)</b>		
	<u>1 to 8 Years (2 weeks)</u>	<u>8 to 12 Years (3 weeks)</u>	<u>12 Years and Above (4 weeks)</u>
37.5	up to 75 hours annually 6.25 hours per month	up to 112.5 hours annually 9.38 hours per month	up to 150 hours annually 12.5 hours per month

	<u>1 to 8 Years (2 weeks)</u>	<u>8 to 12 Years (3 weeks)</u>	<u>12 Years and Above (4 weeks)</u>
30	up to 60 hours annually 5 hours per month	up to 90 hours annually 7.5 hours per month	up to 120 hours annually 10 hours per month
25	up to 50 hours annually 4.17 hours per month	up to 75 hours annually 6.25 hours per month	up to 100 hours annually 8.33 hours per month
20	up to 40 hours annually 3.33 hours per month	up to 60 hours annually 5 hours per month	up to 80 hours annually 6.67 hours per month

An employee must work and/or be in active pay status for the equivalent one (1) full workweek of regularly scheduled hours for the position in a calendar month in order to be eligible for vacation credit for that month.

Vacation will be credited upon completion of one (1) year of service and monthly thereafter.

- B. An employee with prior public service with a political subdivision of Huron County or another Ohio Public Library will be credited with each full year of such prior service, up to a maximum of three (3) years. Prior service will not be credited until the employee has completed one (1) full year of continuous service with the Library and has provided written verification of such service time from the prior public employer.
- C. An employee who does not complete one (1) full year of employment with the Library is not entitled to any type of prorated vacation.
- D. Hours in active pay status, as used in subsection (A) above, shall be deemed to include actual hours worked and hours paid (vacation, sick leave, or personal leave, etc.).

**Section 14.2. Vacation Credit.** New employees who complete one (1) full year of continuous service with the Library will be credited with the applicable vacation in the month in which the completion of one (1) year occurs. Vacation will then be credited monthly based upon regular scheduled hours per week in accordance with the provisions of Section 14.1 herein. Employees with one (1) continuous year of service or more will be credited with vacation monthly in accordance with the provisions of Section 14.1 herein.

Vacation credit shall be in accordance with the rate of computation set forth in Section 14.1(A) above.

An employee attaining one (1) year of service will be credited with the applicable annual hours. If such employee has changed regularly scheduled weekly hours during the course of the year (e.g., twenty [20] hours to twenty-five [25] hours), vacation credit shall be prorated with the rate of credit being changed within the calendar month in which the change of regularly scheduled hours occurs.

Additionally, any employee whose regularly scheduled weekly hours for the position are increased/decreased will have the rate of credit for vacation adjusted within the month in which the change in hours occurs.

An employee reaching a higher level of vacation eligibility (e.g., eight [8] years or twelve [12] years of continuous service) shall be credited with one (1) additional week of vacation based upon average regularly scheduled hours of the position during the prior anniversary year and shall be credited at the applicable monthly computation rate thereafter.

**Section 14.3. Vacation Scheduling.** All employees shall be permitted to take vacations, after they are earned and arrange with the appropriate supervisor considering the following:

- A. At least two-thirds (2/3) of employees in circulation departments may be required to be on duty.
- B. Provisions above shall not prohibit employees from taking their annual vacation, and the more senior employees, based on departmental seniority, shall have preference over the more junior employees with regard to vacation scheduling if request was made on the same day. However, a more senior employee shall not have preference or be able to "bump out" a prior approved vacation request of a less senior employee. Vacation shall be utilized in a minimum increment of one-half (½) hour.
- C. Employees may carry over a maximum of the equivalent of one (1) week (five [5] days) vacation from year-to-year (anniversary year) upon notifying the supervisor by the 10<sup>th</sup> of their anniversary month, in writing with a copy to the Clerk-Treasurer, of their desire to do so. "Carryover" means anything in excess of one (1) year's worth of the employee's vacation. In any anniversary month, vacation accrual may not exceed one year's credit plus an equivalent of one (1) week of credit.
- D. Except as otherwise provided herein, upon separation from employment through retirement or voluntary termination of employment, the employee shall be entitled to compensation at his/her then current rate for all lawfully accrued and unused

vacation leave, including the *pro rata* portion of any earned but unused vacation leave for the current year of employment.

Permission shall be granted for vacation if a request is submitted to the appropriate supervisor with reasonable advance notice, provided such supervisor deems that such vacation will not interfere with the normal operation of the Library, including consideration of staffing levels and scheduling. "Reasonable advance notice," as used herein, shall mean fourteen (14) calendar days, and the supervisor shall act upon such request within seven (7) calendar days of receipt. The advance notice requirement may be waived based upon emergency circumstances.

## **ARTICLE 15**

### **SICK LEAVE AND RELATED ABSENCES**

**Section 15.1. Accrual Rate.** Every employee shall be entitled to sick leave accrual throughout the calendar year unless on unpaid leave of absence. Such sick leave shall be calculated at the rate of .0577 hours per hour worked. Unused sick leave shall be accumulated to one thousand forty (1040) hours.

**Section 15.2. Use of Sick Leave.** Sick leave with pay may be used only for the following purposes:

- A. For absence of the employee due to illness, injury, or exposure to contagious diseases which could be communicated to other employees or the public.
- B. For absence of the employee due to illness of a member of the employee's immediate family. For the purposes of this section, "immediate family" is defined as the father, mother, brother, sister, son, daughter, spouse, grandmother, grandfather, grandson, granddaughter, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or stepchild of the said employee and any other resident in the household of the employee.
  - 1. If an employee is absent not more than five (5) consecutive workdays because of the illness of a member of the employee's immediate family, the employee need only make the report of absence required by this agreement in order to be eligible for sick leave with pay for such absence.
  - 2. If an employee is absent in excess of five (5) consecutive scheduled workdays for this reason, the employee must provide the Director with a doctor's certificate setting forth the identity of the patient, the nature of the illness involved, and the need for the absence of the employee, in order for the employee to be eligible for sick leave with pay for such absence.

- C. For absence of the employee due to illness of an employee's step-father, step-mother, step-grandmother or step-grandfather. The reporting requirements of Section 15.2(B)(1) and (2) shall apply.
- D. For absence due to personal illness related to pregnancy.
- E. For absence due to injury resulting from a physical assault.
- F. Absence on Sundays, holidays, and non-workdays shall not be charged against sick leave.

**Section 15.3. Certification.** Certification required in case of sick leave absence is as follows:

When an employee is absent, a report for such absence, signed by the employee and his/her supervisor, shall be completed by such employee on a form supplied by the Library and filed with the Director within seven (7) calendar days following the last day of absence.

**Section 15.4. Sick Leave Increments.** Sick leave shall be charged in one-half (½) hour increments.

## **ARTICLE 16 OTHER LEAVES**

### **Section 16.1. Personal/Emergency Leave.**

- A. Employees who have completed their initial probationary period as of January 1 of the applicable calendar year shall be credited with two (2) days of personal/emergency leave, as defined below, not to be deducted from sick leave, for use within the calendar year.

Eligible full-time employees (employees regularly scheduled to work thirty [30] hours or more per week) will be credited with fifteen (15) hours of personal/emergency leave. Eligible part-time employees (employees regularly scheduled to work part-time, less than thirty [30] hours per week) will have personal/emergency leave credited at twelve and one-half (12.5) hours. A change in status after January 1 (e.g., part-time to full-time) shall not affect nor adjust the personal/emergency leave credited for that calendar year.

- B. Personal leave may be used for personal reasons and must be requested at least twenty-four (24) hours in advance of the time being requested. The employee must fill out the appropriate Library form and receive approval prior to such leave. The Director/designee may deny personal leave when it is

determined that the granting of such leave may jeopardize the safe or efficient operation of the Library.

- C. Emergency leave is defined as paid time off granted to an employee by the Director/designee for situations developing suddenly and unexpectedly and demanding the staff member's immediate attention, so that twenty-four (24) hours advance notice or more cannot be given (e.g., fire, flood, robbery, vehicle breakdown, etc.). Under such emergency circumstances, supervisory authorization must be obtained not later than the day of the absence; a report of such absence shall then be signed by the employee and the immediate supervisor and filed with the Director upon the employee's return to work.
- D. Employees may take personal/emergency leave for a part of the workday only if the employee has an emergency and receives supervisory approval.
- E. Personal/emergency leave is not cumulative from year to year. Effective on the second pay date of January, employees will be paid for accumulated unused personal/emergency leave days at the employee's previous year's wage rate.

**Section 16.2. Leave of Absence/Illness Disability.**

- A. The Library shall grant an unpaid leave of absence for a period not exceeding eighteen (18) months where illness or other disability, as medically documented, is the reason for the request. Medical documentation must be provided periodically to justify the leave. The Library further reserves the right to have a physician of its choice examine such employee during the period of the leave prior to his/her return to work and shall pay for such examination. The Library will provide the employee with the name and number of a local physician and the employee shall have fourteen (14) calendar days to schedule such examination.
- B. The Library shall continue to carry, on payroll records, all employees whose sick leave accumulation has expired, provided they are on an approved leave of absence as a result of illness or other disability. Insured employees may elect to maintain insurance coverage by making monthly payments to the Library in the amount of the monthly premium for medical, dental, and/or life insurance. The employee must sign his/her choice to accept or reject such insurance coverage.

**Section 16.3. Workers' Compensation Leave.** If the basis for the approved leave of absence is the result of an allowed Workers' Compensation claim in which the Library was the Employer, the Library shall continue to pay that portion of the hospitalization and life insurance premiums for the employee involved in accordance with other sections of this agreement during the period of such absence, provided: (a) such period shall not exceed eighteen (18) months, and (b) the employee does not elect to take retirement, including disability retirement, through the Public Employees Retirement System.

The payments by the Library provided herein shall be initiated and maintained in accordance with the following:

- A. An incident report is completed on the date of occurrence of the injury and if the employee is unable, the report will be completed by a supervisor on duty. The employee or his/her designee must notify the Director in writing of any Workers' Compensation claim within sixty (60) calendar days of the injury resulting in the claim or the reactivation of a claim. In the event of such notification to the Director the Library shall continue such payments for a maximum of sixty (60) calendar days from the date of the injury while the claim or the reactivation of a claim is being processed.
- B. Failure to provide notifications required in (A) above will terminate the Library's responsibility to provide such insurance benefits.

Any employee with a regularly scheduled workday of four (4) or more hours who is injured on the job shall have the option of returning to the same job assignment within the initially granted leave period provided:

- 1. The employee files a Workers' Compensation claim within sixty (60) calendar days after the injury and so notifies the Director in writing during such sixty (60) calendar day period; and
- 2. The return is within one (1) year of the injury.

Any employee injured for whom Workers' Compensation is payable shall have the opportunity of electing to receive temporary total compensation benefits prior to exhausting accrued sick leave benefits or vacation pay.

**Section 16.4. Maternity/Paternity/Adoption Leave.** An employee anticipating the birth or adoption of a child to the family may request and shall be granted an unpaid maternity, paternity, or adoptive leave of absence, provided the following stipulations have been met:

- A. Such request shall be submitted on the designated form to the Director at least thirty (30) calendar days prior to the beginning date of the requested leave. The request shall list any restrictions, verified in writing by a physician, that the employee has on the ability to do his/her job.
- B. A maternity or paternity leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child.
- C. The request for adoptive leave shall be accompanied by a statement from the adoptive agency.

- D. The employee shall notify the Director in writing of his/her intention to return to service at least thirty (30) calendar days before he/she expects to resume his/her duties. The employee shall be informed of receipt of such notification of intent to return. Failure on the part of the employee to comply with this regulation may be deemed by the Library as an automatic resignation.
- E. In the case of an adoptive leave, if the adoption is canceled after a replacement for the adopting employee has been arranged, the adopting employee may request early reinstatement from leave and such request will be given priority consideration by the Library.
- F. The Library will grant an unpaid maternity leave of absence for a period not exceeding eighteen (18) months under the terms specified in this Section 16.4 and Section 16.2. The Library will grant an unpaid paternity or adoption leave of absence for a period not exceeding ten (10) weeks under the terms specified in this Section 16.4.

**Section 16.5. Jury Duty.** All employees covered by this agreement who have successfully completed their probationary period and who are required to serve on a jury shall, upon submission of proof of jury service, be paid his/her base rate of pay (not to exceed eight [8] hours per day) for the regularly scheduled workdays lost while serving on the jury. Such leave shall not be deducted from sick leave. The employee shall remit to the Library all compensation, based on his/her hours of work received for such duty.

If an employee shall be called to serve on a jury in Federal District Court, the employee shall not be required to report to work on any day such service is required, regardless of whether the employee is seated that day or not.

If an employee shall be called to serve on a jury in a court of common pleas, municipal court or county court, the employee shall not be required to return to work if the employee shall be seated on the jury, regardless of when that service shall end. If the employee shall not be seated on the jury, the employee shall return to work and complete his/her regularly scheduled workday if there are two (2) or more hours remaining in the workday at the time the employee is excused from duty, allowing adequate time for a meal and travel. The employee's schedule for that day will then be shifted to a 9-5 schedule, regardless of the original schedule.

Probationary employees will be eligible for unpaid jury duty leave under the terms of this Section 16.5.

**Section 16.6. Insurance Benefits While on Leave.** At least five (5) days prior to a change by the Library of the employment status or insurance coverage of an employee who is on sick leave and whose sick leave has expired, the Library shall notify the employee of his/her options and responsibilities. At the time an employee is officially notified that he/she has been granted a leave of absence, the Library shall notify the

employee of his/her options and responsibilities with regard to maintaining insurance and with regard to his/her return to duty. Such notification as provided above shall be sent by certified mail, return receipt requested, to the last address provided the Library by the employee.

**Section 16.7. Bereavement Leave.** All employees who have successfully completed their probationary period shall receive up to three (3) days of bereavement leave, as determined by the employee, with pay for a death in the immediate family as defined in Section 15.2(B). An additional two (2) paid bereavement days will be allowed if the death or burial occurs in a city located more than three hundred (300) miles from Norwalk. Bereavement leave shall be within the ten (10) calendar day period commencing with and following the date of death. The Director shall be notified when an employee intends to use these days on appropriate Library forms, with the obituary notice attached. "Days" for bereavement leave shall be based upon the employee's scheduled workdays at the time the leave is necessary. Probationary employees will be eligible for unpaid bereavement leave under the terms of this Section 16.7.

**Section 16.8. Military Leave.** An employee shall be entitled to any military leave provided by O.R.C. 5923.05 and shall retain all rights and privileges granted by O.R.C. 5923.05 arising out of the exercise of military leave.

**Section 16.9. Return from Leave.** A member of the bargaining unit returning from a leave of absence shall be assured of the reinstatement of all fringe benefits provided by this agreement for which said member is eligible under the terms of this agreement.

**Section 16.10. Abuse of Leave of Absence.** No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from the Library. If the employee fails or refuses to resign, then the employee may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

**Section 16.11. Family Medical Leave Act (FMLA).** The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under the agreement where it provides greater rights and benefits than the FMLA. Only to the extent that the FMLA mandates leave right and benefits beyond those provided in this agreement, those incremental leave of absence rights and benefits shall be accorded to the employees eligible therefore under the act. (FMLA currently does not apply to Library employees because of the number of employees.)

**ARTICLE 17**  
**INSURANCE AND OTHER BENEFITS**

**Section 17.1. Insurance.** The employer will continue to make available, to all full-time employees working thirty-seven and one-half (37½) hours per week, basic health and hospitalization coverage. The Employer reserves the right to select carriers/providers and to otherwise determine the manner by which any and all coverage is to be provided.

**Section 17.2. Cost Containment.** The Employer may adopt cost containment programs; however, any such program which would seriously and substantially reduce benefit levels and for which a benefit level is not improved in any other area, unless such reduction is necessitated by market availability (unavailability), shall require the mutual agreement of the Employer and the Union.

**Section 17.3. Maximum Contribution.**

- A. Eligible full-time employees (thirty-seven and one-half (37½) hours) may elect single or family coverage. Effective January 1, 2012, the monthly maximum Employer contribution per employee for health and prescription benefits shall be four hundred ten dollars (\$410.00) or the actual cost of single coverage, whichever is less. Any cost in excess of the lesser of the single coverage amount or maximum Employer contribution shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive or continue coverage. (Cost in excess of the single amount, for an employee electing family coverage, is the responsibility of the employee.)
- B. Eligible full-time employees (thirty (30) hours) may elect single or family coverage. Effective January 1, 2012, the Employer shall contribute eighty percent (80%) of the applicable cost of single coverage for health and prescription benefits not to exceed a maximum of three hundred thirty-one dollars (\$331.00) per employee, per month. Any cost in excess of eighty percent (80%) of the single amount or maximum Employer contribution, whichever is less, shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll deduction authorization in order to receive or continue coverage. (Cost in excess of the single amount, for an employee electing family coverage, is the responsibility of the employee.)
- C. Eligible part-time employees (twenty-five (25) hours but less than thirty (30) hours) may elect single or family coverage. Effective January 1, 2012, the Employer shall contribute twenty-five percent (25%) of the applicable cost of single coverage for health and prescription benefits not to exceed one hundred eighteen dollars (\$118.00) per employee, per month. Any cost in excess of the twenty-five percent (25%) of the single amount or the maximum Employer contribution, whichever is less, shall be paid by the participating employee through payroll deduction. The employee must sign an appropriate payroll

deduction authorization in order to receive or continue coverage. (Cost in excess of the single amount, for an employee electing family coverage, is the responsibility of the employee.)

- D. Notwithstanding subsections (A) and (B) above, full-time employees are not eligible for duplicative coverage. Any full-time employee similarly or comparably covered under another plan through a spouse or parent is not eligible for coverage under the Library's group plan. Full-time employees employed prior to the effective date of this agreement and who have duplicative coverage through a spouse's or parent's plans shall be eligible to participate in the Library's group health plan if they cease to be covered by their spouse's or parent's plan or if such coverage ceases to "duplicate" the Library's plan.

**Section 17.4. Group Life Insurance.** The Employer shall continue to provide group life insurance coverage in the amount of twenty thousand dollars (\$20,000) for employees regularly scheduled and working thirty (30) hours per week or more.

The Employer shall provide group life insurance coverage in the amount of fifteen thousand dollars (\$15,000) for employees regularly scheduled and working twenty-five (25) hours per week but less than thirty (30) hours per week.

**Section 17.5. In-Service Procedures.** Employees may be requested to attend in-service meetings that are designed to help improve their efficiency or ease of their work when offered in either the field of present work or in a field of work to which an employee might reasonably aspire. Such meetings may be scheduled during the regular working hours of the employee, but it shall not be a requirement that such meetings be held during the employee's assigned working hours. No employee will be required to attend an in-service meeting during his/her vacation or holidays. When an employee attends an in-service meeting he/she shall receive the compensatory time off or pay at his/her regular hourly rate for all hours in attendance at such in-service meetings.

**Section 17.6. Educational Opportunities (Workshops, Conferences, Seminars, Etc.).**

- A. If an employee requests to attend a class, workshop, or seminar that is related to his/her work, the Library Director may agree to pay the employee's cost for such class, workshop, or seminar. If requested by the Library to attend such classes the Library will pay one hundred percent (100%) of the tuition/registration. If the employee fails to complete the course for reasons other than impaired health, family obligations, or conditions beyond the employee's control, the employee agrees to repay fifty percent (50%) of the tuition/registration to the Library in equal payments spread over a three (3) month period.

B. Educational Assistance.

1. Scholarships at the discretion of the Board of Trustees may be offered for course work in any course that benefits the Library. Courses shall be essential to the employee's duties or improvement of his/her job performance.
2. The applicant must have worked as a regular employee at the Norwalk Public Library for two (2) years.
3. The applicant must be recommended by the Library Director.
4. The applicant must be accepted by the school for the course work for which the scholarship applies.
5. It is expected that an applicant will maintain a B average in course work completed under this scholarship program.

C. Professional Assistance Master of Library & Information Science (MLIS).

1. Scholarships at the discretion of the Board of Trustees may be offered for course work toward a Master of Library & Information Science.
2. The applicant must have worked as a regular employee at the Norwalk Public Library for two (2) years.
3. The applicant must be recommended by the Library Director.
4. The applicant must be accepted by the school for the coursework for which the scholarship applies.
5. The applicant must maintain a B average in course work completed under the scholarship program.
6. The scholarship is to be calculated on a unit cost based on the semester credit hour cost.
7. If a scholarship is awarded, the unit cost awarded will be a maximum of fifty percent (50%) of credit hour fees per semester or such lower amount as determined by the Board of Trustees. Scholarship funding will be taken from the interest earned by the McCrillis Fund.
8. The recipient of the scholarship is required to pay back to the Library one (1) month of service for each credit hour financed, i.e., the recipient shall remain in the employ of the Library for a period of one (1) month for each credit hour financed following the completion scholarship. If the recipient of

the scholarship shall voluntarily terminate employment with the Library, or be terminated for cause, prior to completion of the requisite employment with the Library, then, and in that case, the recipient shall be required to repay to the Library the difference between the credit hours financed and the months of service completed at the time of termination. Such repayment shall be repaid with simple interest from the date of termination computed at seven and one-half percent (7.5%). The outstanding balance shall be repaid the Library within the months of service outstanding at the time of termination.

9. If the recipient shall successfully complete the Degree of Master of Library and Information Science (MLIS), the Library will pay the recipient a maximum bonus of \$1200.00 upon graduation or such lower amount as determined by the Board of Trustees.

The trustees scholarship agreement shall be executed by the recipient.

**Section 17.7. PERS Pickup.** PERS "Pickup" shall be implemented and effective following the effective date of this agreement. This change in procedure will be of no cost to the Library and is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as Revenue Ruling No. 77642 remains substantially unchanged. Employees are individually responsible for reviewing the relationship between this article and their other tax deferral arrangements, if any.

**Section 17.8. Severance Pay.** The cash payment to an employee upon his/her retirement or his/her beneficiary receiving such severance pay in accordance with this section shall be determined by and shall include the following:

A. **Sick Leave:**

1. Twenty-five percent (25%) of the member's accrued but unused sick leave hours up to one thousand forty (1,040).
2. Such payment shall be based on the eligible member's rate of pay at the time of separation.
3. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the eligible member at that time.
4. Such payment shall be made only once to any employee.
5. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the Public Employees Retirement system except that the eligible member or beneficiary of such eligible member may elect to receive fifty percent (50%) of such payment within

such sixty (60) days and receive the balance during the month of January immediately following the year of retirement.

B. Vacation.

An employee who has completed one (1) year of service or more shall be entitled to full payment of any credited and unused vacation hours at the rate of pay at the time of separation. In the event of the death of the employee, the payment shall be made to the life insurance beneficiary.

Severance pay benefits for an eligible member of the bargaining unit who dies while on active status or on leave of absence shall be paid to the member's life insurance beneficiary. A member shall be eligible for this benefit if, at the time of death, the member was eligible for superannuation retirement benefits.

**Section 17.9. First Aid.** The Library will make available a first aid class during the term of this agreement for Library employees. No charge will be made to the employee for this class. A first aid kit shall be made available and maintained by the Library.

**Section 17.10. Staff Purchases, Fines and Fees.** Staff may purchase withdrawn books and surplus equipment at prices set by the Friends of the Library.

Library staff members are excused from paying overdue fines on materials while they are employed by the Library. The staff, however, is expected to return their materials promptly especially in the case of materials which are heavily in demand or recent. Staff members are responsible for any damage or loss which might occur while Library materials are checked out to them.

Employees shall be charged a fee of five cents (\$.05) a page for all regular personal copies and fifteen cents (\$.15) a page for color laser copies. Utilization of facsimile transmission equipment shall be charged at thirty-five (\$.35) per page.

**Section 17.11. Library Payment of Ohio Library Association Dues.** All staff members, excluding building maintenance personnel and student assistants, are eligible for paid membership in the Ohio Library Association. Staff members requesting payment for membership in the Ohio Library Association must submit a completed application for membership (provided by the Association) to the Library Director no later than February 1 of each membership year. The Library will forward the form and the payment to the Association. No Association dues will be paid automatically. Membership in the Ohio Library Association is optional on the part of the staff member. Each staff member is required to request payment each year and to provide a completed application form as mentioned above.

**ARTICLE 18**  
**WAGES**

**Section 18.1. Wages.**

- A. Effective on the pay date following January 1, 2012, July 1, 2012, January 1, 2013 and July 1, 2013, all non-probationary employees will receive a one time lump sum payment of one hundred fifty dollars (\$150.00). The minimum and maximum rates of pay are set forth on the wage schedule attached as Exhibit "A."
- B. The parties agree to reopen the Collective Bargaining Agreement on October 7, 2013, for a period not to exceed two (2) weeks, for the sole purpose of discussing wages.

**Section 18.2. Promotion.**

- A. Whenever an employee receives a promotion which results in an assignment to a higher pay range by the terms of this agreement, that person shall be placed at the minimum step of the wage schedule or at a rate which grants a three percent (3%) increase, whichever is greater.
- B. Any employee who is in a lower paying classification and performs any of the functions and/or duties of a higher paying classification shall receive the higher rate of pay for the time spent performing such function and/or duty.
- C. Issues relative to promotion are considered a proper subject for labor/management meeting discussions.

**Section 18.3. Pay Plan.** All employees will be paid every two (2) weeks, on Friday. All employees hired after the effective date of this agreement shall be paid through direct deposit with the financial institution of their choosing. Current employees may elect direct deposit.

**Section 18.4. Mileage Allowance.** Employees required to use private transportation to perform their assigned duties after initially reporting for work and until their last assigned work location of the day shall be paid mileage allowance at the rate of fifty cents (\$.50) per mile or the IRS rate, whichever is lower.

**Section 18.5. Overpayment.** In the event it is necessary for the Library to deduct pay from a member of the bargaining unit as a result of a previous overpayment, the employee shall be advised in writing, at least seven (7) calendar days in advance of the applicable payday, of the reason for the deduction, and the amount to be deducted. A request by the employee or his/her representative for a conference to discuss matters related to the deduction shall be granted and held prior to the deduction, provided the employee makes a request for the conference by the end of the workday following the day of receipt of the notice.

**ARTICLE 19**  
**WORK RULES**

**Section 19.1.** The Union recognizes the right of the Employer to establish and/or modify work rules, regulations, policies, and procedures (work rules). Except in cases of emergency circumstances, or where statutory requirements dictate otherwise, the Employer agrees to submit new or modified work rules to the Union at least fourteen (14) calendar days in advance of their effective date. Upon written request of the Union, the parties agree to meet and confer over new/modified work rules within the fourteen (14) calendar days prior to the rule(s) becoming effective.

**Section 19.2.** The Employer recognizes that no work rule(s) shall be established that are in violation of any written terms of this agreement.

**ARTICLE 20**  
**WAIVER OF NEGOTIATIONS**

The Library and the Union acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that the understandings of that right and opportunity are set forth in this agreement.

Therefore, for the life of this agreement, the Library and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement. Nothing herein shall interfere with the right to adopt/modify work rules, policies, or procedures consistent with the provisions of Article 19.

This article shall not operate to bar negotiations over any subject or matter which the Library and the Union mutually agree to negotiate.

**ARTICLE 21**  
**SAVINGS CLAUSE**

This agreement supersedes all former agreements. Except where rules are changed consistent with Articles 19 and 20 herein, mutually agreed and accepted practices, working conditions, and interpretations will not be altered.

If any article or section of this agreement or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a



**EXHIBIT A**  
**WAGE SCHEDULE 2012 and 2014**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Monitor	\$ 9.51	\$12.37
Library Assistant (Library Technician) 1	\$ 8.84	\$11.22
Library Assistant (Library Technician) 2	\$10.02	\$13.06
Library Assistant (Library Technician) 3	\$12.53	\$16.48
Custodian 1	\$ 8.79	\$10.04
Custodian 2	\$ 9.54	\$12.24
Automation Specialist 1	\$10.02	\$13.06
Automation Specialist 2	\$12.53	\$16.48
Automation Specialist 3	\$13.76	\$18.15

The minimum rate of pay is the new hire rate.

**NORWALK PUBLIC LIBRARY**

**Grievance Form**

Work Location (Please print) \_\_\_\_\_

Grievant's Name (Please Print) \_\_\_\_\_

STATEMENT OF GRIEVANT: \_\_\_\_\_

\_\_\_\_\_

Date, Time, and Location of Occurrence: \_\_\_\_\_

Relief Requested: \_\_\_\_\_

\_\_\_\_\_

Presented to Supervisor: \_\_\_\_\_  
Date

\_\_\_\_\_  
Grievant's Signature

Received by Supervisor: \_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

Disposition: \_\_\_\_\_

Response Date: \_\_\_\_\_

Hearing Officer

I hereby request that my grievance be forwarded to Step 2.

Date: \_\_\_\_\_ Grievant's Signature: \_\_\_\_\_

Received by Director/Designee: \_\_\_\_\_  
Date

\_\_\_\_\_  
Name

Disposition: \_\_\_\_\_

\_\_\_\_\_

Response Date: \_\_\_\_\_

Director/Designee

I hereby request that my grievance be forwarded to arbitration as provided in Step 3 of the grievance procedure.

Date: \_\_\_\_\_ Grievant's Signature: \_\_\_\_\_

Received by Director/Designee: \_\_\_\_\_  
Date

\_\_\_\_\_  
Director/Designee Signature

1177-01  
11-con-01-1177

final determination as to its validity, the remainder of this agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

It is the intent of the parties that should any article or section of this agreement be held invalid or inoperable, that section or article shall be renegotiated in an attempt to provide validity, operability, or acceptability to such section or article.

**ARTICLE 22**  
**DURATION OF AGREEMENT**

This agreement shall be effective as of 12:01 a.m., January 1, 2012, and shall continue in full force and remain effective until midnight December 31, 2014.

In witness whereof the parties hereto have caused this agreement to be executed on the day and year first above mentioned.

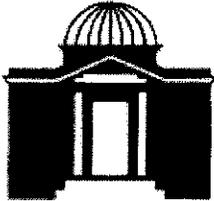
**NORWALK PUBLIC LIBRARY**

**OAPSE LOCAL #795**

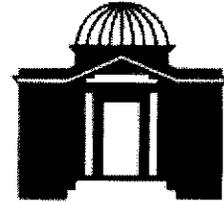
Martha M. Spony  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Dale Albright  
Wendy Stew  
Heather M. Youngman  
Katherine D. Goodwin  
Kelly M. Moley  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 FEB -9 P 1:22



Norwalk Public Library  
46 West Main Street  
Norwalk, OH 44857



February 8, 2012

Sheila S. Farthing  
Research and Training  
State Employment Relations Board  
65 E. State Street 12<sup>th</sup> Floor  
Columbus OH 43215

Dear Sheila,

A copy of the signature sheet for the Collective Bargaining Agreement Between the Norwalk Public Library and OAPSE/AFXCME LOCAL 4/AFL-CIO and ITS LOCAL #795 is enclosed.

Sincerely,

Sheila Baldwin  
Administrative Assistant  
Norwalk Public Library

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 FEB -9 PM 1:22