



**COLLECTIVE BARGAINING
AGREEMENT**

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02/05/2013

BETWEEN

**THE BOARD OF TRUSTEES
OF THE DAYTON METRO LIBRARY**

AND THE

**DAYTON METRO LIBRARY STAFF
ASSOCIATION**

JULY 1, 2012-JUNE 30, 2015

TABLE OF CONTENTS

ARTICLE 1:	PARTIES TO THE AGREEMENT	1
ARTICLE 2:	RECOGNITION	1
ARTICLE 3:	MANAGEMENT RIGHTS	1
ARTICLE 4:	SAVINGS CLAUSE	2
ARTICLE 5:	LABOR-MANAGEMENT COMMITTEE	2
ARTICLE 6:	DUES DEDUCTION AND FAIR SHARE FEES	3
ARTICLE 7:	REPRESENTATION.....	5
ARTICLE 8:	UNION'S USE OF BULLETIN BOARDS, INTER-OFFICE MAIL, STAFF NEWSLETTER.....	6
ARTICLE 9:	EMPLOYEE DATA	7
ARTICLE 10:	PERSONNEL FILES	7
ARTICLE 11:	APPOINTMENTS	8
ARTICLE 12:	POSITION AUDIT SYSTEM.....	8
ARTICLE 13:	VACANCIES AND PROMOTIONS.....	10
ARTICLE 14:	TRANSFERS.....	11
ARTICLE 15:	STAFF PERFORMANCE SUMMARY APPRAISALS.....	12
ARTICLE 16:	PROBATIONARY PERIOD	13
ARTICLE 17:	RESIGNATIONS	14
ARTICLE 18:	HARASSMENT AND DISCRIMINATION	14
ARTICLE 19:	DISCIPLINE AND DUE PROCESS	15
ARTICLE 20:	REDUCTION IN FORCE	16
ARTICLE 21:	HOURS OF WORK	20
ARTICLE 22:	PART-TIME STAFF MEMBERS QUALIFIED FOR FRINGE BENEFITS	21
ARTICLE 23:	MEAL PERIODS.....	22
ARTICLE 24:	BREAKS.....	22
ARTICLE 25:	HOLIDAYS AND STAFF DAY	22
ARTICLE 26:	CALAMITY DAYS.....	23
ARTICLE 27:	SICK LEAVE.....	24
ARTICLE 28:	VACATION	25
ARTICLE 29:	ACCRUAL OF SICK LEAVE AND VACATION.....	27

ARTICLE 30:	BEREAVEMENT LEAVE	28
ARTICLE 31:	MATERNITY LEAVE	28
ARTICLE 32:	MILITARY LEAVE	28
ARTICLE 33:	LEAVES OF ABSENCE WITHOUT PAY.....	29
ARTICLE 34:	JURY DUTY AND WITNESS DUTY.....	31
ARTICLE 35:	VOTING.....	31
ARTICLE 36:	RATES OF COMPENSATION.....	31
ARTICLE 37:	COMPENSATION	33
ARTICLE 38:	COMPENSATORY TIME	33
ARTICLE 39:	OVERTIME.....	34
ARTICLE 40:	PAYCHECKS	35
ARTICLE 41:	RETIREMENT	35
ARTICLE 42:	FRINGE BENEFITS	36
ARTICLE 43:	TRANSPORTATION COSTS AND TIME	39
ARTICLE 44:	PARKING/BUS PASSES.....	39
ARTICLE 45:	FAMILY AND MEDICAL LEAVE ACT	39
ARTICLE 46:	PROFESSIONAL AFFILIATIONS.....	42
ARTICLE 47:	ATTENDANCE AT PROFESSIONAL MEETINGS	42
ARTICLE 48:	STAFF MEETINGS	43
ARTICLE 49:	FORMAL EDUCATION	43
ARTICLE 50:	TUITION REIMBURSEMENT	44
ARTICLE 51:	GRIEVANCE PROCEDURE.....	44
ARTICLE 52:	OPERS PICK-UP	48
ARTICLE 53:	HEALTH AND SAFETY	48
ARTICLE 54:	DRUG-FREE WORKPLACE	50
ARTICLE 55:	SICK LEAVE BANK.....	50
ARTICLE 56:	NO STRIKE-NO LOCKOUT	54
ARTICLE 57:	DURATION.....	54
APPENDIX A:	GRADE LEVELS-BARGAINING UNIT	57
APPENDIX B-G:	WAGE RANGES	59
APPENDIX H:	MOU REDUCTION IN FORCE.....	62

ARTICLE 1: PARTIES TO THE AGREEMENT

- A. This Agreement is between the Board of Trustees of the Dayton Metro Library (“the Board”) and the Dayton Metro Library Staff Association (“The Union”).
- B. The parties to this Agreement, in order to promote harmonious labor relations and a work environment conducive to productivity, pledge to treat each other at all times with mutual respect and dignity.

ARTICLE 2: RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for employees of the Dayton Metro Library (Library) belonging to the bargaining unit as described below.
- B. The bargaining unit shall consist of all regular full-time and part-time employees of the Board excluding supervisory, managerial and confidential employees, and excluding seasonal, temporary and casual employees.
 - 1. Regular full-time employees are defined as those permanent employees who work forty (40) hours on a regularly scheduled basis during each week, and who receive sick leave and vacation.
 - 2. Regular part-time employees are defined as those permanent employees who have regularly assigned hours during a regularly scheduled week, and who receive vacation and sick leave.
 - 3. Casual employees, substitutes and Library Aides are excluded from the bargaining unit.
- C. The following employees are excluded from the bargaining unit as supervisory, managerial, or confidential: the Executive Director, Deputy Director, Assistant Directors, Managers, Assistant Managers, Administrative Assistant and the Human Resources Assistant.

ARTICLE 3: MANAGEMENT RIGHTS

- A. Except as expressly limited by the written terms of this Agreement, it is understood and agreed to by the Union that the Board retains and reserves unto itself all powers, rights and authority to manage, direct and control the operation of the Library to the fullest extent permitted by Ohio Law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management, including, but not limited to, the following:
 - 1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;

2. Direct, supervise, evaluate or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain or layoff employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit; and
 10. To maintain security of all Library records and other pertinent information.
- B. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as they affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 4: SAVINGS CLAUSE

- A. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to this Agreement shall meet within fourteen (14) days for the purpose of reopening negotiations only on the unlawful provision involved.
- B. Any such unresolved dispute shall be resolved through the procedures as provided in 4117.14 of the Ohio Revised Code.

ARTICLE 5: LABOR-MANAGEMENT COMMITTEE

- A. The Union and the Board shall jointly establish a Labor-Management Committee which shall consist of eight (8) members, four (4) appointed by the Library Administration and four (4) appointed by the Union. Each member shall represent the party appointing her/him and may be replaced from time to time. The Committee shall establish its own procedures and meet regularly to discuss and investigate problems of mutual concern.

- B. The meetings shall be scheduled quarterly at mutually agreeable times. Either party may request a meeting to resolve issues of concern to both parties. The party requesting the meeting shall prepare an agenda and provide the other party and their supervisors a copy of the agenda forty-eight (48) hours prior to the meeting time, except last minute additions may be added by mutual agreement.
- C. Any supervisor whose work area is going to be discussed will be notified prior to the meeting with a copy of the agenda in paragraph B above. Topics that are appropriate, but not limited to consideration by the Labor-Management Committee are: insurance offerings, training, staffing, workloads, library financing, and the impacts of technological changes.
- D. The four (4) bargaining unit members of the Labor-Management Committee will be allowed one (1) hour of unpaid release time during the thirty (30) days prior to the scheduled Labor-Management Committee quarterly meeting for meeting preparation. Unpaid release time will be scheduled at a time that is mutually acceptable for both the employee and the Library.
- E. Periodic insurance claims data information, of a non HIPAA nature, provided to the Library by insurance companies or brokers will be provided to the LMC.

ARTICLE 6: DUES DEDUCTION AND FAIR SHARE FEES

- A. The Board agrees to deduct from the pay of any employee-member of the Union as shall indicate individually, and voluntarily certify in writing that they authorize such deduction, the dues, initiation fees and assessments of the Union. Individual and written notification must be presented to the Human Resources Office and such dues will be deducted no later than thirty (30) days subsequent to the filing of the written application for deduction.
- B. Such written notification may be withdrawn by said employee giving written notice of the intent to revoke the dues deduction authorization. It is understood that it will take no longer than thirty (30) days from the filing of such written revocation notice with the Human Resources Office to effect such revocation. The Board shall be given a thirty (30) days written notice of any changes in dues amounts and assessments before they become effective.
- C. The Library shall be relieved from making such individual dues deductions upon:
 - 1. termination of employment;
 - 2. transfer or promotion to a job other than one covered by the bargaining unit;
 - 3. layoff from work;
 - 4. an agreed leave of absence without pay; or
 - 5. revocation of the dues authorization in accordance with the terms and with applicable law.

- D. The Library shall not be obligated to make deductions from any bargaining unit member who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- E. The Board agrees to automatic payroll deduction, as a condition of employment after sixty (60) calendar days of employment, of a fair share fee as described below from the pay of all bargaining unit members who elect not to become members.

The Board shall, upon notification from the Union that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be as described below less the amount previously paid through payroll deduction. Payroll deduction of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the Union, except that no deductions shall be made for newly-hired bargaining unit members until sixty (60) calendar days have elapsed.

- F. The Board agrees that after sixty (60) calendar days following the beginning of employment, the employees in the bargaining unit who are not members of the Union shall pay a fair share fee as a condition of employment. This arrangement does not require any employee to become a member of the Union. The amount of the fair share fee shall be calculated on the basis of percentage of hours normally and regularly scheduled compared to full-time employment. Fair share fee for full-time employees shall not exceed dues currently being paid by members of the Union who are full-time employees. The fair share fee amount shall be certified to the Board by the Treasurer of the Union. Employees in the bargaining unit who are not members of the Union shall have all rights prescribed in Section 4117.09 (C) of the Ohio Revised Code.
- G. Dues, initiation and assessment rates shall be transmitted by the Union to the Board for the purposes of determining amounts to be payroll-deducted.
- H. All deductions under this Article along with a list of names of all employees whose dues, initiation fees and other assessments have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the date of the deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.
- I. Deductions shall be made bi-monthly.
- J. The Union agrees to indemnify and hold the Board harmless from any claims or actions arising from deductions authorized under this Article.
- K. The Union agrees upon receipt of the deductions collected under this Article by the Board that it has the sole and exclusive obligation and responsibility for distribution of the funds.

ARTICLE 7: REPRESENTATION

- A. To secure time off during regularly scheduled working hours for authorized Union business as defined in this Article, the designated Union personnel will be required to complete authorization forms, which will be provided by the Board for the accounting of such time. Such forms will be turned in to the employees' supervisors a minimum of two working days in advance when time for Union business is requested under Article 7 (B, E and G) or payment for such time will not be made available. Permission for such time off shall not be unreasonably withheld.

Dayton Metro Library Staff Association agrees that no official Union officer shall interfere, interrupt, or disrupt his/her own normal work duties or the other bargaining unit members while conducting Union business. Dayton Metro Library Staff Association further agrees not to conduct business during working hours except to the extent specifically authorized by this Agreement.

- B. Negotiating Committee.

Ninety (90) days prior to the expiration of the current contract and during the course of contract negotiations, six (6) members of the negotiating committee will be allowed three (3) hours per week per person of paid preparation time. Negotiations may be held on library time.

- C. Stewards.

No more than six (6) Stewards and the Union President shall be compensated at their regular rates of pay, seven (7) hours/month each, for attending to the investigation and processing of grievances, telephone calls and assisting employees receiving discipline. The Union President or designee in the President's absence shall be permitted to use paid release time as designated above for Union business other than grievances and discipline. The Steward or President shall report to her/his supervisor when they leave to conduct the Union business referred to above.

At the beginning of each calendar year the Union will advise the Library by written notice to the Human Resources Manager of the title and identity of all officials entitled to act as Union representatives for purposes of this Agreement and of the bargaining unit members; and will immediately advise the Library by written notice of any changes of those officials or the Library will not recognize those individuals as a representatives. The Union may be bound only by Union officials who are designated in writing by the Union to the Library.

- D. All other meetings and activities of the Union of any kind and for any purpose whatsoever shall not significantly interfere with the operations of the Library or the performance of duties by any employee.
- E. Meetings of the Union shall be held only in meeting rooms designated by the Board, and in accordance with the normal procedure governing use of such facilities by the public.

F. Union Leave.

At the request of a labor Union official, leaves of absence without pay, not to exceed a total of fifteen (15) days per calendar year, shall be granted to bargaining unit members selected for a Union office who request to attend a Union convention or perform other functions on behalf of the Union. The bargaining unit member requesting such leave must notify her/his supervisor ten (10) working days in advance of the start of the requested leave. No two (2) bargaining unit members from the same department will be granted Union leave at the same time.

G. Upon written request of the Union and approval of the Board, a bargaining unit member may be granted a leave of absence without pay for up to one (1) year to perform work for the Union. Such approval shall not unreasonably be withheld by the Library. Only one such leave shall be granted per contract term. Bargaining unit members shall not suffer a loss in continuous service; all other benefits stop at the start of the leave and resume upon the bargaining unit member's return to active employment.

H. Information exchanged between the Library and the Union will be made available in electronic format if the requested information exists in an electronic format.

ARTICLE 8: UNION'S USE OF BULLETIN BOARDS, INTER-OFFICE MAIL, STAFF NEWSLETTER

A. The Board will permit the Union to use designated sections of bulletin boards in each Library facility. Such bulletin boards shall be used only for duly authorized Union meeting and election notices, notices of appointment to Union offices, notice of Union social affairs, a copy of this Agreement and other official Union business. No notice may contain anything political, or critical of the Library, the Board, the Administration, or of any other employee or other person.

B. The Union shall have the right to the use of the Library's inter-office mail system. Bargaining unit members may not use the library's email or computers on paid library time for Union business, nor may bargaining unit members use the library computers or equipment, if it interferes with library operations or services to the public. The Library will provide new hires with a welcome letter from the Union President in their orientation packages.

C. The Board will permit the Union to place official notices of meetings, election results, and appointments to Union offices, Union social affairs and other official Union business in the *Staff Newsletter*. No notice may contain anything political, controversial, or critical of the Library, the Board, the Administration, or of any other employee or other person.

D. The Union will have access to copy machines owned and leased by the Library. The Union will reimburse the Library on a monthly basis at the rate of ten cents (\$0.10) per copy for copies made on the machines owned and leased by the Library. Use of copy machines owned by the Library for more than twenty copies on any single day during Finance Office hours must be by previous appointment with the Administrative Secretary, the Coordinator of Technical Processes, or other appropriate staff member as designated by the Administration. The Union will reimburse the Library on a monthly basis at the rate

of ten cents (\$0.10) per copy for copies made on leased machines. The Library will notify the union, in writing, of any changes in costs. The parties will mutually agree to any increase.

- E. The cost of printing this Agreement shall be split equally by the parties.

ARTICLE 9: EMPLOYEE DATA

- A. The Board will provide the Union with an up-to-date Seniority list twice per year. The Union will be notified of new employees within thirty (30) days of their dates of employment. The Seniority list shall contain the employee's name, date of hire, job title, grade, pay status/rate, department/agency and hours worked.
- B. If, at any time during the year, any of the above information changes for a member of the bargaining unit, the Administration will notify the Union of these changes at the end of each week.
- C. During the year if there are any new employees added to the bargaining unit by either hiring or promotion, the Administration will submit the above-required information on such employees to the Union each week.
- D. The Union will indemnify and hold the Board harmless for any claims arising from release of any bargaining unit member's information that has been transmitted or conveyed to the Union under this Article that becomes the basis of any legal actions or claims.

ARTICLE 10: PERSONNEL FILES

- A. Bargaining unit members may inspect their personnel files during non-work time by giving the Human Resources Manager and/or office one (1) working day notice of the request to view their files.
- B. Only work related items will be maintained in bargaining unit members' files. All bargaining unit members will be provided one (1) copy of any item placed in their personnel files. The bargaining unit member may obtain an additional copy(ies) at a charge of ten cents (\$0.10) per page or copy.
- C. All items placed in the bargaining unit member's personnel file shall contain the initials of the Administrator who authored or authorized the document to be placed in the file. Bargaining unit members may submit commendations, letters of merit, and other complimentary community awards or certificates for inclusion in their personnel files.
- D. Access to the personnel file shall be governed by Section 149.43 of the Ohio Revised Code. Each file shall contain an entry sheet showing the name of any individual other than the Executive Director or Human Resources Manager that requests to view the file. The bargaining unit member will be notified as soon as possible of any public requests to view her/his file.

ARTICLE 11: APPOINTMENTS

- A. For temporary positions (in the Board's sole discretion) preference is given to persons with qualifications that would entitle them to consideration for permanent positions.
- B. A staff member who resigns is eligible for reappointment. Former employees who are rehired by the Board after absences exceeding two (2) years are considered the same as new employees for the purposes of determining pay regardless of whether they are returning to the same positions or to new ones. Those who are rehired by the Board after absences of two (2) years or less may be appointed as follows:
 - 1. Returning to a position within the same pay range as the one vacated will receive the same pay rate as at the time of resignation.
 - 2. Returning to a position with a higher pay range than the one vacated: A minimum of three percent (3%) above the employee's rate at the time of resignation. However, in no case will an employee be placed above the top of the new pay grade.
 - 3. Returning to a position with a lower grade than the one vacated: A minimum of three percent (3%) below the employee's pay rate in the former position. However, in no case will an employee be placed above the top or below the bottom of the new pay grade.
- C. Employees returning to work after Board approved leaves of absence without pay, exceeding sixty (60) calendar days in length, will return to the same pay rate.

ARTICLE 12: POSITION AUDIT SYSTEM

- A. Classification Specifications.

There will be classification specifications for all positions in the bargaining unit. These specifications are located in the Human Resources Office, and will be provided to the Union by the Library. Each employee shall be provided an accurate copy of her/his classification specification.

Each time the duties and responsibilities of any position materially change, a position description shall be completed and the position examined in the manner set forth in paragraph B of this Article. A copy of the revised position description will be provided to the employee and to the Union.

- B. Reclassification Procedure.

The Hay Committee, consisting of four (4) members appointed by the Library and three (3) members appointed by the Union, shall review and make determinations on reclassification requests. The Library and the Union shall each appoint two (2) alternate committee members in order to expedite the timely processing of audit requests, and to serve in the case of a conflict of interest (see subparagraph 7 below).

1. If an employee or supervisor has facts that indicate a bargaining unit member's position is improperly classified, the employee or supervisor may request the Hay Committee to review the classification of the position.

Such request shall be submitted in writing to the Committee and shall contain a statement of justification. No request may be held up by the employee's supervisor.
 2. The Committee shall investigate each request submitted to it within forty-five (45) days; the investigation may include a hearing with the employee making the request, her/his supervisor, and any other employee of the Library who may be knowledgeable about the position in question; it may also include a desk audit whereby the Committee observes the employee at work.
 3. If there is a hearing, the employee requesting the reclassification has the right to be represented at the hearing by a Steward or other Union representative.
 4. If the Hay Committee recommends that the duties and responsibilities of the position examined by the Committee do not properly fall within the current classification for that position, then the Committee shall recommend reclassification to management.
 5. If the Hay Committee deems a reclassification of the position is in order and said position does not properly belong within any current classification, the Committee shall recommend the appropriate grade assignment and shall submit that recommendation to management with a summary of the job duties of the proposed new classification.
 6. Recommendations of the Hay Committee shall be made by consensus to the extent possible. Determinations and a summary of rationale shall be given in writing to management, the Union and the employee.
 7. In the event that a member of the Hay Committee has a conflict of interest in hearing a particular case, that individual shall be replaced during the evaluation process by an alternate.
 8. No position will be considered by the Hay Committee more than once in each calendar year.
 9. Decisions of the Hay Committee are not subject to the Grievance Procedure.
- C. If the Library creates a new position specification it shall immediately inform the Union. The pay grade for the position will be established by the procedures set forth in paragraph B above.
- D. Except as specified above, the present methodology for evaluating positions and recommending classification decisions is not intended to be altered by this contract.

- E. The Library will provide Orientation to the Hay process for new Hay Committee members. If three or more new Committee members are chosen to serve on the Committee, the Library and the Union will split the cost of training and associated expenses for training of the full Committee. Such training will not occur more than once per year.

ARTICLE 13: VACANCIES AND PROMOTIONS

- A. All positions, upon being vacated, are reviewed by the Administration to determine if they should be realigned, reassigned, abolished or filled.
- B. When in Management's determination a vacancy exists and should be posted for filling, the Library shall post a notice of the opening and send a copy to the Union office. The notice will be posted in the *Staff Newsletter* and shall remain posted for ten (10) consecutive working days.
 - 1. The notice shall contain the position title, grade, department and normal hours of work. The Job Description, stating the minimum qualifications and the essential functions required of the position, will be available from the Human Resources Office.
 - 2. All internal applications timely filed will be reviewed in determining whether an applicant is qualified and given first consideration by the Library. The Library will choose the most qualified applicant/person for the vacancy/promotion. Persons deemed not to meet position requirements and thus not granted an interview will be notified of their rejection.
 - 3. Bargaining unit positions and newly created positions shall be awarded on the basis of qualifications.
 - a. "Qualified" shall be defined as possessing the prerequisite skills and abilities as contained on the job description to satisfactorily perform the essential functions of the required work.
 - b. If a bargaining unit member applies for a posted position and is the most qualified, the bargaining unit member shall be awarded the position. If more than one (1) qualified bargaining unit member applies for a posted position, then the bargaining unit member most qualified will be awarded the position.
 - c. All actions in filling vacant positions in the bargaining unit will be taken in accordance with the Library's Affirmative Action Plan and the Americans with Disabilities Act of 1990.
 - d. The Library will send the Union a notice of who the successful applicant is for all posted positions.
- C. None of the procedures of this Article shall apply to the filling of Management positions that are excluded from the bargaining unit. Promotions to Management positions are neither grievable nor covered by the terms of this Agreement.

- D. The Library has the unrestricted right to fill temporary vacancies in the bargaining unit of less than thirty (30) days. Temporary vacancies of more than thirty (30) days will be bid in accordance with the procedures in paragraph B above.

ARTICLE 14: TRANSFERS

- A. The Library may move all or a portion of an employee's hours from one worksite to another because of demonstrated operational needs.
- B. There shall be no transfers for disciplinary reasons.
- C. If the Library decides to transfer an employee from one worksite to another, it shall first seek volunteers at the sending worksite to move all or a portion of their hours to the receiving worksite.
- D. If there are no volunteers at the sending worksite, the Library shall transfer the least senior bargaining unit employee at the sending worksite to the receiving worksite, provided that the transferred employee is qualified to do the work.
- E. Seniority shall not apply in cases where the transfer of an employee would require said employee to split her/his hours between sending and receiving worksite when a more senior employee at the sending worksite could work all her/his existing hours at the receiving worksite.
- F. The Library shall give the employee to be transferred, for a period of over one month, a minimum of fourteen (14) calendar days notice.
- G. A transferred bargaining unit member will not be required to serve a new probationary period.
- H. Occasionally an employee requests a transfer to a position with a classification lower than the individual's position. When such a voluntary transfer is made, the employee's pay will be reduced as follows:
 - 1. A minimum of three percent(3%) reduction in pay. However, in no case will an employee be placed above the top or below the bottom of the new pay grade.
 - 2. If the employee is over maximum on the old grade, her/his pay will be reduced to the top of the pay range for the new position.
- I. If a transfer to a position with a lower classification is involuntary, due to the needs of the Library, the current rate of pay will not be affected unless it is higher than the top of the pay range for the new position, in which case the individual's rate of pay must be reduced to the top of the pay range for the new position.
- J. No employees working in a branch to be realigned, consolidated, or closed will be laid off because of Issue 70 related building projects.

ARTICLE 15: STAFF PERFORMANCE SUMMARY APPRAISALS

- A. Staff Performance Summary Appraisal forms with instructions for ratings are sent annually from the Human Resources Office to supervisors for all staff members. Both the staff member and the supervisor have the right to request an appraisal at any time. Upon such request, the appraisal will be completed within thirty (30) calendar days. Staff performance evaluations will be goal oriented, an evaluation of skills and work habits that will be used to evaluate training needs and work task development.
- B. In the event that a staff member feels an appraisal is unfair or inaccurate, the individual has the right to add written comments or rebuttal, which will be attached to the Staff Performance Summary Appraisal and will become a permanent part of the document. Employees will be provided a copy of their Staff Performance Summary Appraisals. Employees will be appraised by only one (1) supervisor. If an employee has been transferred and has a new supervisor within one (1) month of the evaluation date the new supervisor should consult with the previous supervisor in regard to the evaluation, if possible.
- C. The purpose of Staff Performance Summary Appraisals is the development of each staff member and is one consideration in transfers or promotions. However if problems do exist, remedial actions may be taken at managements option, including but not limited to, a written development plan, and/or progressive discipline.

The Union will be sent a blank copy of the Staff Performance Appraisal Form and any revisions in the form Management may develop and institute.

- D. A draft of the evaluation will be made available to the employee a minimum of twenty-four (24) hours in advance of the appraisal interview. The Library will make every effort to conduct the appraisal interview in private so that the importance of the evaluation will be primary and the interview removed from distractions. When the completed evaluation has been discussed with the employee, any changes mutually agreed upon during the discussion will be incorporated into the appraisal. Upon completion the employee will be provided a copy of the final evaluation. The employee will sign the evaluation form, which would indicate only that the evaluation was received by and reviewed with the employee. The employee will still be able to provide a written rebuttal as cited in paragraph B above.
- E. Evaluations may be appealed through Step two (2) of the Grievance Procedure, but may not be appealed to arbitration.
- F. Staff Development Plans

The purpose of a Staff Development Plan is to improve a staff member's performance. As such, they will specifically identify the staff member's shortcomings and will delineate clear performance standards to be met to overcome the problems identified.

ARTICLE 16: PROBATIONARY PERIOD

A. Original Probation.

Each new bargaining unit member shall serve an original probationary period of six (6) months for full-time employees and eight (8) months for part-time employees. Employees in their original probation may be terminated at will, and such termination shall not be subject to the grievance procedure, except for allegations of discrimination in violation of Article 18.

B. Non-Original Probation.

Upon promotion employees enter a new three-month probationary period. If an employee does not perform satisfactorily in the new position, then:

1. If a determination of unsatisfactory performance of the newly promoted employee is rendered by the Library before her/his former job position is filled on a permanent basis, the employee shall be promptly returned to the position she/he held immediately before the promotion. The employee shall keep all seniority she/he had accrued and shall return to the rate of pay she/he had previous to the promotion.
2. If the determination of unsatisfactory performance by the newly promoted employee is rendered by the Library after her/his job position is permanently filled, the employee shall be promptly returned to a similar position.

C. Training.

Probationary periods are training and trial periods. Employees shall be given a copy of their job descriptions. The Library shall designate a supervisor who shall be responsible for implementing the training plan.

D. Bargaining unit employees on original probationary status may not typically be considered for vacancies in other positions. However, employees during their original probationary period may be considered for vacancies after the vacancies have been posted under Article 13 when the new position would result in an increase or decrease in hours without any change to:

1. job title and/or grade;
2. agency, department or division; or
3. any significant alteration of job responsibilities.

E. Right to Return.

During the non-original probationary period, an employee may elect to return to her/his previous position provided no permanent employee has begun working in that position. She/he shall serve no new probationary period. Her/his salary shall be that which she/he would have received had she/he remained in the previous position.

- F. A review of the bargaining unit member's work performance is made approximately midway through the original probationary period as well as at the end of it. This Staff Performance Summary Appraisal is completed by the immediate supervisor (Branch or Division Manager or Assistant Director). The probationary period may be extended by mutual agreement between the Library and the employee.

ARTICLE 17: RESIGNATIONS

- A. An employee who intends to resign should inform the immediate supervisor and should submit a written resignation to the Executive Director. In order to facilitate a smooth transition it is requested that professional employees give at least four (4) weeks advance notice of resignation and non-professional employees give two (2) weeks notice.
- B. Except in extraordinary circumstances, an employee who is absent for three (3) consecutive working days without giving notification or receiving prior approval will be presumed to have voluntarily resigned effective at the end of her/his assigned work shift on the third consecutive work day of absence.

ARTICLE 18: HARASSMENT AND DISCRIMINATION

- A. Dayton Metro Library is committed to providing a work environment that is free from discrimination and harassment based on an individual's sex, race, age, ancestry, national origin, religion, disability, sexual orientation, or any other protected characteristic. The Library will not tolerate an environment that creates a hostile work place through unwelcome sexual advances or other improper harassment or discrimination based on an individual's protected status. Anyone engaging in harassment or discrimination may be subject to disciplinary action up to and including termination of employment.
- B. Specifically, no employee, male or female, shall harass another employee by making unwelcome sexual advances, or favors, or other verbal or physical conduct of a sexual nature a condition of an employee's employment. Nor shall an employee's submission or rejection of such conduct be used as the basis for any adverse employment action. The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent comments regarding an employee's sexual preferences or the display of obscene or sexually oriented photographs, posters, drawings, cartoons, epithets, greeting cards, articles of clothing or other written works. The creation of an intimidating, hostile or offensive working environment may also result from actions, statements or other conduct that relate to an individual's protected status.
- C. Employees may report any incidents of sexual or other improper harassment or discrimination, whether by another employee, a manager, or a vendor to their manager, the Human Resources Manager or the Executive Director. A thorough investigation will be completed. Confidentiality will be maintained to the extent possible as to not hamper the investigation process. No reprisal, retaliation or other adverse action will be taken against an employee who in good faith reports any improper harassment or discrimination or assists in the investigation of such matter. If an employee feels that he/she has been

- falsely accused of misconduct, he or she must come forward to explain the situation in writing.
- D. Bargaining unit members bringing complaints of unlawful harassment shall have the right to Union representation.
 - E. It is the responsibility of the Board and the Union that the provisions of this Agreement shall be applied equally and in a non-discriminatory manner without regard to any protected characteristic. The Library or the Union shall not interfere with, intimidate, retaliate against or coerce any bargaining unit member because he/she exercises his/her rights under this Agreement or because of his/her membership or non-membership in the Union.
 - F. Discrimination grievances can commence at Step Two (2) of the grievance procedure.

ARTICLE 19: DISCIPLINE AND DUE PROCESS

- A. This Article applies only to employees who have completed their initial probationary periods.
 - 1. The Board retains the right to adopt rules and regulations for the efficient operation of its facilities and the conduct of its employees. The parties recognize that all employees are subject to and responsible for the implementation of statutory provisions which may not necessarily be included in the Board's rules and regulations. It is agreed that the Board has the right to discipline and discharge for just cause.
 - 2. Anytime a supervisor or representative of the Board conducts a disciplinary meeting that involves a suspension or termination of a bargaining unit member, she/he shall notify the employee in writing of her/his right to have a Union representative present and shall not deny the employee Union representation, should it be desired. Three (3) or more working days notice shall be given to the employee prior to any disciplinary meeting involving suspensions and terminations. Failure of the employee to seek Union representation after having been notified shall not prevent the meeting from taking place. The meeting may be rescheduled upon the mutual agreement of both parties.
 - 3. The same procedure in #2 above also applies normally to investigatory meetings and meetings involving verbal counselings and written reprimands wherein the employee is the focus of the probable disciplinary action, except that one (1) working day notice shall be given. Exceptions may be made in emergency situations as described below.
 - 4. The notice of the disciplinary meeting shall also inform the employee of the charges and of the proposed discipline. A copy of the charges and the proposed discipline shall be sent to the Union President and Vice President. Normally, no discipline shall be imposed until after such meeting, during which the employee and her/his representative shall have the opportunity to refute the charges. However, in an exceptional or emergency situation (such as, but not limited to, violence, drunkenness, consumption of alcoholic beverages on Library property,

drug abuse, or an employee caught in the act of theft or mutilation of Library property), the Executive Director may take immediate disciplinary action without a three (3) day notice, or meeting. In such cases a post-disciplinary meeting (with the employee entitled to Union representation, if desired) shall be conducted as soon as reasonably possible to review the action taken.

5. All employees may appeal discipline taken against them through the Grievance Procedure as set forth in Article 51. Employees in their original probation may be terminated at will, and such termination shall not be subject to the grievance procedure.
6. When appropriate, the Library agrees to apply the principles of progressive discipline to employees beyond their original probationary period. Depending on the seriousness of the offense, employees may be afforded the opportunity to correct behavior through the use of progressive discipline. The normal application of discipline is a verbal counseling, followed by a written reprimand and suspensions prior to termination. Verbal counseling's are hearings held only when written notification by management is given to the bargaining unit member. All other conferences between the supervisor and employee are not considered of a disciplinary nature. The parties recognize that offenses vary in their severity and the circumstances may require that more severe disciplinary action may be implemented at the first offense.
7. An employee shall have written reprimands or verbal counselings removed from her/his personnel file after twenty-four (24) months provided no further discipline has occurred during that period. Suspensions shall be removed from the personnel file after forty-eight (48) months provided no further discipline has occurred during such period.
8. The Union President and Vice President shall receive notice by email of all disciplinary and investigatory meetings conducted with bargaining unit members, and copies of all written discipline. This notice shall give the name of the bargaining unit member and the time and place of the meeting.

B. Working days are defined as Monday through Friday, excluding holidays.

ARTICLE 20: REDUCTION IN FORCE

A. Basic Policy Statement.

The Board recognizes that it has a responsibility to the staff in the event of a Reduction in Force. It also recognizes the fact that it has an equal responsibility to the residents of Montgomery County to provide library service that meets the needs of the community. Effective library service requires a balanced combination of current books, periodicals and other library materials coupled with a trained, competent staff. Because of this belief, the Board has identified what it determines to be the Basic Library Services that must be maintained, albeit at a reduced level, in a financial exigency and those Supplemental Services that may be reduced or eliminated in such a situation. The following is a listing

of the Basic and Supplemental Services as determined by the Board. These are not in any priority order.

Basic Services:

- Provision of books, adult and juvenile
- Provision of reference service
- Provision of periodical collection
- Provision of children's services
- Provision of branch library service

Supplemental Services:

- Provision of audio-visual materials
- Provision of delivery service
- Provision of homebound service
- Provision of bookmobile service
- Provision of community relations service
- Provision of interlibrary loan service
- Provision of Branch and Extension support service

The Board reserves the right to make any program or service change if, in its opinion, the needs of the library or of the residents of Montgomery County will be better served.

B. Definitions.

The following have the meanings indicated for the purposes of this Article:

1. "Termination" means the cessation of employment of an employee before the end of a tenured or probationary appointment for reason of financial exigency, program or service changes, or both.
2. "Financial exigency" is a significant decline in the Board's financial resources or any significant increase in the expenses of operating the library not anticipated in the budget.
3. "Program or Service Change" means any elimination, curtailment or reorganization of a program or service that may or may not be related to financial exigency.
4. "Seniority" in this policy shall be based on the length of continuous service since the last date of hire. Continuous part-time service counts toward seniority on a pro-rated basis. Service as a library aide does not count toward seniority.
5. "Position" is a list of currently assigned duties and responsibilities requiring the full or part-time employment of one person.
6. "Tenured" as used in this Article refers to any employee who is beyond the initial probationary period of her/his present position.

7. "Bumping" is the ability of one staff member with greater seniority to displace another staff member with less seniority in a position equal to or lower than that of the original position. (See Paragraph I - Bumping Rights and Exclusions).

C. General Grounds for Elimination of Positions.

Positions may be eliminated when the Board decides that because of a financial exigency, or a change in the program or services of the Library, the Board's employment obligations to one or more employees cannot be further met.

An employee occupying a position vacated by reason of the previous incumbent's work-related injury may be terminated in order to reinstate the previous employee from injury leave within one (1) year of the accident as provided for in Article 33 of this Agreement.

D. Notice to Individual Employee.

1. Contents.

If the Board acts to eliminate a position(s), it shall give written notice of that fact by registered mail, return receipt requested, to the employee(s) affected. The statement shall include a statement of the conditions requiring termination of employment, a general description of the procedures followed in making the decision, information on unemployment compensation benefits, and bumping rights, if any. The employee's address, as it appears on the Library's record, shall be deemed the correct address. It shall be the employee's responsibility to see that the library has a current address on file.

2. Timeliness.

- a. Program change - When termination is based on program or service change unrelated to financial exigency, an employee on tenured appointment shall be given not less than six (6) months notice before the termination becomes effective.
- b. Financial Exigency - When termination is based on Financial exigency, the Board shall make every reasonable effort, consistent with the need to maintain a sound library program and within the limit of available resources, to give not less than thirty (30) calendar days' notice before eliminating a position(s). But if it is not possible to comply with the regular notice requirement, the Board shall give as much notice as is possible under the circumstances of the financial exigency.
- c. Termination due to return of previous incumbent from injury leave - Thirty (30) calendar days' notice of termination will be given an employee occupying a position vacated due to the previous incumbent's work-related injury as soon as the injured employee presents the Library with a physician's certification that she/he is able to return to work.

E. Bumping Rights.

1. An employee who has been notified that her/his position has been eliminated may bump another employee from an equal or lower position in the bumping path. The bumping is contingent upon the employee who is bumping having greater seniority. In addition, she/he must have the necessary skills and qualifications that are needed to perform the job, but she/he need not have the knowledge of the routines of the new agency. The employee who bumps into a lower level will be placed on the pay range at a rate three percent (3%) below the employee's pay rate at the time of the reduction. However, in no case will an employee be placed above the top or below the bottom of the new pay grade. An employee may never bump into a higher level. (See Paragraph I of this Article for the bumping path.)
2. A written request to bump must be sent to the Personnel Office no later than three (3) working days after the employee has received notification that her/his position has been eliminated. The written request must list the desired position(s). The Personnel Office will respond to the request within two (2) working days.

F. Obligations with Respect to Re-Employment.

For two (2) years after the effective date of a termination, pursuant to this Article's provisions, the Board shall not replace the employee whose employment has been terminated with a full or part-time employee. An employee terminated under this Article may be re-employed in any vacant position for which she/he possesses the necessary qualifications. In the event of a recall, the three (3) most senior persons, eligible for recall to the vacancy will be notified. One (1) week after written notice of the vacancy is mailed, the position will be awarded to the most senior employee who indicates her/his acceptance of recall. Offers shall be made by registered mail, return receipt requested. Acceptance shall be made in writing. Rejection by the individual of two (2) offers disqualifies her/him from further offers other than her/his original position.

G. Exclusive RIF Procedure.

The RIF Procedure is the only procedure that may be used in a reduction in force. Similarly, no other personnel action other than a reduction in force may be considered under the RIF Procedure.

H. Loss of Seniority.

Seniority shall automatically terminate when:

1. an employee quits;
2. an employee is discharged;
3. an employee fails to report to work after an approved leave of absence expires;
4. an employee fails to comply with the provisions as set forth in the recall procedures in this Article; or
5. an employee is not recalled after twenty-four (24) months of reduction in force.

I. Bumping Rights and Exclusions.

The levels in the bumping path are based upon comparable salary grades, and are as follows:

- Level 12 - Bargaining Unit Grade 12
- Level 11 - Bargaining Unit Grade 11
- Level 10 - Bargaining Unit Grade 10
- Level 9 - Bargaining Unit Grade 9
- Level 8 - Bargaining Unit Grade 8
- Level 7 - Bargaining Unit Grade 7
- Level 6 - Bargaining Unit Grade 6
- Level 5 - Bargaining Unit Grade 5
- Level 4 - Bargaining Unit Grade 4
- Level 3 - Bargaining Unit Grade 3
- Level 2 - Bargaining Unit Grade 2
- Level 1 - Bargaining Unit Grade 1

Bumping rights do not extend to the Library Aide level.

An employee who has received notice that her/his position has been eliminated would first attempt to bump into a position in the same level as her/his current position. She/he is able to bump into any department, division, or branch as long as she/he meets the requirements of seniority and job qualifications. If the employee is unable to exercise bumping rights in her/his current level, then she/he may bump into a lower level, again subject to the requirements of seniority and job qualifications. The Personnel Office, upon request, will help the employee determine where she/he has bumping rights.

A position that has been eliminated and is then reinstated shall first be offered to the person who last occupied it regardless of whether she/he is still on staff (having bumped into another position) or is still on RIF.

ARTICLE 21: HOURS OF WORK

- A. Normally, each full-time staff member works a five (5) day, forty (40) hour week. Evening and Saturday work may be required of any member of the staff. Changes in the hours of operation are an appropriate topic for discussion in the Labor Management Committee. Through Labor Management discussions, the parties will make every effort to implement changes in hours of work, in the least disruptive way for effected employees.
- B. Bargaining unit employees may volunteer to work on Sundays. Management has the right to assign employees to Sunday work only in cases where no bargaining unit volunteers are available for the specific assignment or date in question. If management must assign Sunday hours, management shall first seek volunteers. Volunteers might not be scheduled for Sunday work as often as they request.

- C. Sunday hours shall be in addition to the employee's regular work schedule.
- D. All time worked on Sunday by bargaining unit staff shall be paid at one and one-half (1.5) the employee's regular rate of pay. Premium pay for Sunday work may not be pyramided through the overtime provisions of Article 39.
- E. Sunday work will not affect an employee's accrual rates for vacation or sick leave, nor will it affect a part-time employee's part-time classification, even if the part-time employee volunteers to work on Sundays on a regular basis.
- F. Employees who miss scheduled Sunday work will not receive any form of compensation for the time missed.
- G. Weekly work schedules of days and hours to be worked should be posted in each division, department, or branch by the Thursday afternoon of the previous week. Once posted, schedules are not usually changed. However, when changes are made, two (2) working days notice must be given to employees and the supervisor involved, except during emergencies when less notice shall be acceptable.
- H. Daily desk schedules will be posted by the evening of the previous work day at each agency.
- I. The burden of making arrangements to accommodate a schedule change for personal reasons is on the employee who wishes the change, not on the supervisor. An employee who wishes to make a change must do so by mutual agreement with another staff member and with the approval of the appropriate supervisor.
- J. Bargaining unit members who are called in an emergency situation will receive a minimum of one hour of compensation for each occurrence.
- K. Split schedules are not regularly assigned, but if necessary in an emergency, one (1) hour travel time and mileage or bus fare are allowed. If a split schedule is taken at the request of the employee, time and travel costs are not allowed.

ARTICLE 22: PART-TIME STAFF MEMBERS QUALIFIED FOR FRINGE BENEFITS

- A. All part-time employees receive sick leave, vacation and holiday pay on a prorated basis. Credit for sick leave, vacation and paid holidays is pro-rated according to each employee's part-time classifications. Thus, a 3/4 time employee earns sick leave and vacation at three-quarters of the full-time rates and receives six (6) hours credit for each paid holiday.
- B. Part-time employees who work forty (40) hours or more but less than eighty (80) hours on a regularly scheduled basis during each normal two (2) week pay period are eligible for life insurance and may participate in the Library's group health, dental and optical insurance programs. Library contributions toward premiums for health, dental and optical insurance for such part-time employees hired before October 15, 2008, will be the same as Library contributions toward premiums for full-time employees. Library contributions

toward premiums for health, dental and vision insurance for such part-time employees hired after October 15, 2008 will be prorated according to each employee's appointed part-time position.

- C. Part-time employees who work less than forty (40) hours on a regularly scheduled basis during each normal two (2) week pay period may participate in the Library's dental and vision insurance programs by paying 100% of the premiums. They do not receive life insurance coverage.
- D. Regular part-time employees may work more than their regularly scheduled hours at the request of their supervisors. They will be paid at their usual rates for such time worked up to forty (40) hours per week and at time and one-half for any time worked beyond forty (40) hours per week. Additional hours worked beyond the normally scheduled amounts do not affect the accrual of sick leave and vacation time or the rate of paid holiday time credit, except in cases where a temporary increase in hours covers a period of four full consecutive weeks or more and has been approved in advance by the Executive Director.

ARTICLE 23: MEAL PERIODS

- A. Staff members working for more than five (5) consecutive hours are entitled to an unpaid meal period of thirty (30) to sixty (60) minutes at the discretion of the supervisor. Staff may forego meal periods only with the supervisor's permission.

ARTICLE 24: BREAKS

- A. Staff shall be given two (2) paid breaks not to exceed fifteen (15) minutes each during the course of a normal eight (8) hour work day. A staff member working four (4) or more hours but less than eight (8) hours during a day is entitled to one (1) such break. Staff working less than four (4) hours do not receive paid breaks. Paid breaks may be rescheduled or denied by the supervisor in situations where they would interfere with good public service. Break time is not cumulative or combined, nor is it added to meal time or taken to leave early. Staff members may not leave their buildings during breaks unless specifically authorized by their supervisors.

ARTICLE 25: HOLIDAYS AND STAFF DAY

- A. Eleven (11) paid holidays are allowed:
 - New Year's Day
 - Martin Luther King Jr. day
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day

Christmas Eve
Christmas Day
New Year's Eve

When a holiday falls on Sunday, the following Monday is observed.

- B. On two (2) holidays, Presidents Day and Columbus Day, the Library does not close. Schedules permitting, staff may arrange to take these holidays off on the days they are celebrated and receive eight hours of holiday pay (prorated for part-time staff), paid at their regular rates. If any employee works on the holiday, in addition to being paid the regular pay rate for the holiday, she/he may choose between receiving holiday pay (in addition to regular pay) or receiving compensatory time off. Employees who state no preference for holiday pay or for compensatory time will be awarded the holiday pay, and not the compensatory time. Part-time bargaining unit staff receive a proportionate amount of holiday pay or compensatory time when working on these holidays (e.g., a full-time employee receives eight (8) hours holiday pay/compensatory time, a half-time employee receives four (4) hours holiday pay/compensatory time). Scheduling of compensatory time off must be with the prior approval of the employee's supervisor.
- C. An employee may only be paid for a holiday if she/he works or receives paid vacation, paid sick leave, or compensatory time pay for her/his last full scheduled work day before and first full scheduled work day following the holiday.
- D. Once a year all agencies are closed to the public for the library's annual Staff Day. Staff who attend are paid the regular pay rate for the day, and they receive the choice of holiday pay or compensatory time off as described above for Presidents Day and the Columbus Day holidays. Those who choose not to attend are paid their regular rates for the day, will not receive compensatory time, and will not be permitted to use accrued paid vacation and/or paid sick leave to cover the absence.

In the event that the Board should decide to cancel Staff Day, Veteran's Day will be added to the list of holidays above and will be treated as described for Presidents Day and Columbus Day holidays.

- E. Upon prior arrangement with the supervisor, a member of a religious group that has special observances on days other than the holidays in Paragraph A (Yom Kippur or Good Friday, for example) may be absent on vacation, previously accumulated compensatory time, or Board approved leave of absence without pay. The time may also be made up within the same work week at the discretion of the supervisor.

ARTICLE 26: CALAMITY DAYS

- A. Delays in opening or emergency closing of the facilities of the Library will be solely determined by the Executive Director and/or his designee. Such information will be reported to the appropriate radio stations and/or television stations, as well as to the Library's designated call-in number.
- B. On any day the facilities are open, bargaining unit members who are scheduled but unable to report to work due to weather conditions are required to contact their immediate supervisors within forty-five (45) minutes after their scheduled starting time. Such

bargaining unit members shall be granted vacation or use of compensatory time by their immediate supervisors. If the employee has no accrued vacation or compensatory time, the time shall be considered time off without pay. Any scheduled bargaining unit member who fails to contact her/his immediate supervisor will be docked one (1) day's pay for the day the employee was off work.

- C. On any day the facilities are closed due to the Executive Director calling for a calamity day, bargaining unit members who are required to work in the facility closed to the public shall be able to choose between receiving one (1) hour of calamity pay for each hour the bargaining unit member works in addition to her/his regular pay, or compensatory time.
- D. Bargaining unit members whose facility is closed due to any emergency or calamity and who are required to report or who are sent home will be paid for their full day's pay. Bargaining unit members may be reassigned to another facility or department to temporarily respond to the emergency. Bargaining unit members who are to report later in the day will be notified in accordance with paragraph A.
- E. Due to the unpredictable nature of weather emergencies, best efforts will be taken to announce delays or closings at least one hour prior to the earliest report time.

ARTICLE 27: SICK LEAVE

- A. Full-time bargaining unit members shall earn sick leave at the rate of one hundred twenty (120) hours per year. There is no limit on the amount of sick leave that bargaining unit members may accrue.
- B. Sick leave accrual rates and ceilings for part-time bargaining unit staff are proportionate based upon their normal schedules. Extra hours worked by part-time bargaining unit staff do not qualify them for extra sick leave, except in cases where a temporary increase in hours covers a period of four (4) full, consecutive weeks or more and has been approved in advance by the Executive Director.
- C. Sick leave must be earned prior to the pay period in which it is taken. If an employee does not have sufficient accumulated sick leave to cover an illness, accumulated vacation and compensatory time must be used. Once all sick leave, vacation and compensatory time is exhausted, appropriate adjustments will be made in the employee's pay check.
- D. Sick leave may be used under the following conditions:
 - 1. Absence due to the employee's illness, injury or exposure to contagious disease that could be communicated to other employees, and absence due to illness in the employee's immediate family.
 - 2. Immediate family is defined as the employee's:
 - a. mother
 - b. father
 - c. spouse
 - d. grandparents
 - e. grandchildren

- f. children
 - g. brother
 - h. sister
 - i. mother-in-law
 - j. father-in-law
 - k. brother-in-law
 - l. sister-in-law
 - m. stepchildren
 - n. stepparents (limit of two parents per bargaining unit member)
 - o. person who stands in the place of a spouse
3. Sick leave may be used to supplement bereavement leave when travel is necessary as described in Article 30.
 4. Sick leave may be allowed for dental and medical appointments that cannot be arranged on the staff member's time off. The staff member may, with the supervisor's approval, make up time lost in such absences.
- E. Supervisors may request signed doctor's certificates to substantiate use of sick leave in frequent or unusual absences.
 - F. Employees retiring under the Ohio Public Employees Retirement System after ten (10) or more years of service with the Library receive severance pay for one-fourth of their unused sick leave.
 - G. Audits will be performed at the end of the twenty-third (23rd), the fifth (5th), and the fourteenth (14th) pay periods of each calendar year. Full-time employees who have not used any sick leave or paid time off in lieu of sick leave since the last such audit and who have been on the active payroll during the entire period will receive a bonus of \$100. Part-time employees who receive fringe benefits who have not used any sick leave or paid time off in lieu of sick leave since the last such audit and who have been on the active payroll during the entire period will receive a proportionate bonus (i.e., a 4/5 employee will receive \$80, a half-time employee will receive \$50).

ARTICLE 28: VACATION

- A. New employees must work twelve (12) full pay periods before becoming eligible for vacation. Upon completion of the twelfth (12th) full pay period each new employee will be credited with vacation earned at the appropriate rate from the starting date. Accrued vacation may be taken with proper approval any time after the first twelve (12) full pay periods of employment.
- B. For purposes of vacation, staff are divided into two (2) categories:
 1. Professional staff, holding M.L.S. degrees, earn vacation at the rate of twenty-two (22) days (176 hours) annually.
 2. All other staff earn vacation at the rate of ten (10) days (80 hours) per year for the first three (3) years of service. Beginning with the fourth year of service, one

additional day (8 hours) of vacation is earned yearly for each additional year of service up to a maximum of twenty-two (22) days (176 hours).

- C. Part-time employees who work regular schedules earn and use vacation at proportionate rates equal to their normal schedules. Extra hours worked by such part-time staff do not qualify them for extra vacation, except as specified in Article 22 of this Agreement.
- D. Full-time staff may accrue a maximum, or ceiling, of thirty-three (33) days (264 hours) of vacation. Vacation ceilings for part-time staff shall be prorated.
- E. Employees who reach their ceilings cease to earn vacation until some time is used, reducing the accrued total to below the ceiling amount.
- F. Current vacation balances appear on each pay check stub for each employee who earns vacation. Employees may also check with the Human Resources Office as needed to confirm their vacation balances; however, the primary responsibility for keeping track of vacation balances lies with the individual.
- G. Employees should inform their supervisors if they are nearing their ceilings. Supervisors are asked to try to cooperate in scheduling vacations so that no one will have to forfeit vacation time.
- H. Employees who are entitled to extra vacation as a result of an anniversary of their employment dates are credited with vacation accrued at the lower rate for that part of the year before the anniversary and at the higher rate for that part of the year after the anniversary. To simplify bookkeeping the beginning of the pay period closest to the actual anniversary date is used as the anniversary date. Employees will be notified in writing of their actual accrual rates and ceilings at their anniversary dates.
- I. Former employees returning to work for the Library receive credit for their previous service, rounded off to the closest year, in the computation of their vacation entitlement. The starting date for the current employment is the anniversary date.
- J. Supervisors receive charts in October on which to project vacations for the coming calendar year. These charts should be available for consultation by the staff throughout the year so that employees wishing to make changes or additions can be sure that their revised plans do not conflict with vacations already scheduled. At the time schedules are originally drawn up, the supervisor will resolve conflicts between employees wishing to schedule vacations at the same time. Factors to be considered in such decisions are seniority and past history (for example, if two employees both want to take vacation at Christmas, a check of past years might reveal that one has had vacation at that time before and the other has not).
- K. Once the schedules are established for the year, supervisors no longer need to be involved in settling conflicts arising out of changed plans. In such cases the originally scheduled vacations will take precedence. If a change is agreed upon and approved by the supervisor, it will be made on the schedule. The change then assumes the priority of originally scheduled vacations.

- L. All vacation requests must be submitted through the automated time and attendance system. After final approval or denial is granted, the employee will be notified.
- M. Whenever possible requests for vacations of more than two (2) weeks duration should normally be submitted at least sixty (60) days in advance. All other vacation requests should normally be submitted at least two (2) weeks in advance. Requests for brief periods of vacation may be approved on short notice, schedules permitting.
- N. In a calendar year, no employee may schedule vacation in more than two (2) weeks containing a holiday. This includes holidays observed by the Library, unless that requested time does not interfere with another's wish to use the time.
- O. Vacation time may be used in lieu of sick leave if an employee so wishes, with prior approval of the supervisor.
- P. Vacation must be earned before it can be used. Vacation may not be taken during the pay period in which it is earned. Under no circumstances will an employee be permitted to "borrow" vacation time in anticipation of earning it later.
- Q. Upon termination of employment for any reason, employees will be paid at their regular current rates for unused vacation time. Employees who leave before working a minimum of twelve (12) full pay periods do not receive vacation pay.

ARTICLE 29: ACCRUAL OF SICK LEAVE AND VACATION

- A. Accrual of sick leave and vacation is based upon the number of hours each employee normally works (except that part-time employees qualifying for fringe benefits who work more than their normally scheduled hours for four (4) consecutive weeks with the advance approval of the Executive Director/designee will earn proportionate additional sick leave and vacation based upon the approved schedule). Full-time employees earn these benefits at the maximum rates, half-time employees earn them at one-half of the maximum rates, etc. Staff members continue to earn sick leave and vacation at the usual rates as long as they are paid for their regularly scheduled hours. (For example, an employee who is on vacation is paid for the absence and also accrues the normal allotments of sick leave and vacation.) However, when an employee does not meet the required hours for a particular pay period, adjustments may be made in the amount of sick leave and vacation earned as well as in pay.
- B. An ill employee whose sick leave is exhausted must use accrued compensatory time and vacation in order to meet the required number of hours in any given pay period, until compensatory time and vacation are also exhausted.
- C. Under no circumstances may an employee be paid for compensatory time, vacation or sick leave that has not yet been earned.
- D. Failure to be paid for the normally scheduled amount of time in a pay period is considered excessive absence. Unless the employee is on an approved leave of absence without pay, employees should be able to cover absences with accrued sick leave, vacation or compensatory time. Unless protected under applicable state or federal law, excessive

absence, regardless of the causes, may be grounds for disciplinary action up to and including dismissal.

ARTICLE 30: BEREAVEMENT LEAVE

- A. Five (5) days of paid bereavement leave are allowed for the death of a member of a full-time employee's immediate family as defined in Paragraph D(2) of Article 27: Sick Leave. Five-day leaves are pro-rated for part-time staff. One (1) day of paid bereavement leave is allowed for the death of a relative not included in Paragraph D(2) of Article 27. For both full-time and part-time staff, one-day bereavement leaves are for a single calendar day of up to 8 hours, coinciding with the hours for which the employee is scheduled on that particular day. If additional time is needed due to travel, up to two (2) prorated days (one day each way) of sick leave may be used when the distance is 300 miles (determined by Mapquest maps) or more from their home of record.
- B. If schedules permit, paid time may be allowed during a scheduled working day to attend funerals of current staff members.

ARTICLE 31: MATERNITY LEAVE

- A. Maternity leave is treated in the same manner as a leave for illness or disability. Accumulated sick leave may be used as needed to cover absence due to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereafter.

ARTICLE 32: MILITARY LEAVE

- A. Veterans' Re-employment Rights. Chapter 43 of Title 38, U.S. Code, provides a re-employment right program for persons who leave their jobs to perform training or service in the Armed Forces.
- B. It is recommended that staff who may be covered by this program contact the Office of Veterans' Re-employment Rights for complete information concerning eligibility and requirements.
- C. Application for re-employment must be made in accordance with the requirements and guidelines set forth under the Uniformed Services Employment and Re-employment Rights Act of 1994.
- D. Veterans returning to the Library will be offered positions in the same pay grade they would have held if they had remained on the job rather than entering military service. They will receive credit for increments they would have earned within the grade. Time credit for the period of military service is granted by the Library and the Ohio Public Employees Retirement System.
- E. Active Duty for Reservist and National Guard.

Leaves of Absence without reduction in time credit are given to members of National Guard and reserve units for required active duty.

- F. The Library will pay the difference between the base military pay and the normal salary for such employees for periods of up to thirty-one (31) calendar days per year upon presentation of a copy of the Military Orders and pay vouchers or stubs. The Library will pay the amount of health insurance premium required by the Uniformed Services Employment and Reemployment Rights Act of 1994 for those eligible employees.

ARTICLE 33: LEAVES OF ABSENCE WITHOUT PAY

- A. Non-FMLA leaves of absence without pay are intended for use only under extraordinary circumstances when an absence cannot be covered by accumulated compensatory time or vacation. Examples of valid reasons for leave(s) of absence without pay include school attendance, maternity, paternity, adoption, extended illness, extended vacation, work experience which would benefit the Library, child care and leave for work-related injuries. A standard Leave of Absence Request form stating the specific reason for the request must be submitted to the supervisor. All leaves of absence without pay must also be approved in advance by the Human Resources Officer, the Executive Director and the Board of Trustees. Requests will be denied if the reason is judged to be inadequate or if the absence could be covered by the use of compensatory time or vacation. Because advance Board approval is necessary, staff members should submit the leave of absence request far enough in advance to permit the Board to take action on the request at one of its monthly meetings. In emergency situations only, the Executive Director may authorize a leave of absence without pay pending subsequent approval by the Board at its next regular meeting. Reliable, consistent attendance is essential to all of the Library's positions.
- B. Accrual of sick leave and vacation is adjusted when a full-time employee takes a leave of absence without pay of more than four (4) hours. Part-time staff who receive fringe benefits also face proportional reductions in accrual of vacation and sick leave based upon each employee's part-time classification.
- C. Unless protected under FMLA, participation in the Library's group health insurance plans may be continued during Board approved leaves of absence without pay through the end of the calendar month following the month in which the leave of absence without pay begins. In order to take advantage of this option, it may be necessary for an individual on leave of absence without pay to arrange to make special payment to the Human Resources Office for the employee's share of the health insurance premium. Employees going on a leave of absence without pay should check with the Human Resources Office to find out when such payments must be delivered. If payment is not received in time, it will be returned to the employee and the individual's coverage in the Library's group health insurance plans will be canceled at the end of the current month.
- D. Participation in the Library's group health insurance plans may be further continued during the Board approved leaves of absence without pay at the full expense of the employee after the end of the calendar month following the month in which the leave of absence without pay begins with the exception of family and medical leave under Article 45. In

order to take advantage of this option, an individual on leave of absence without pay must exercise his/her COBRA rights.

- E. Upon returning to work from an unpaid leave of absence during which participation in the Library's health insurance has been canceled, an employee may re-enter the group health insurance plans by submitting an application just as a new employee does.
- F. The Library's group life insurance coverage is also canceled automatically for employees on Board approved leaves of absence without pay at the end of the calendar month following the month in which the leave of absence begin, except for family and medical leaves under Article 45. If an individual on approved leave of absence without pay returns to work within six (6) months after the date of termination of life insurance coverage (not the date the leave of absence began), that person may be reinstated on the first day of the calendar month coinciding with or following the date of return. Otherwise, employees returning to active work must wait six (6) months like any new employee before coverage begins.
- G. With the exception of military service, the Board will not approve a leave of more than one (1) year at a time. A written statement of intention to return must be filed with the Human Resources Office at least sixty (60) calendar days before the expiration of the leave. The absence of this statement of intent to return implies an automatic resignation. If it is necessary to exceed a leave, a written request must be submitted to the Human Resources Office at least sixty (60) calendar days before the date of the expiration. No extension will be made beyond three (3) years.
- H. Vacancies created by leaves of absences without pay of more than sixty (60) calendar days, except family and medical leaves under Article 45, will be treated the same as vacancies created by resignation. If filled, the replacement will be a regular appointment. Reasonable efforts will be made to fill vacancies created by leaves of absence of less than sixty (60) calendar days, for the period of the leave only. When a vacancy is filled with a regular appointee, the employee on leave will be placed on a reinstatement list at the expiration of the leave and will be considered for the first vacant position for which the employee is qualified. A staff member on the reinstatement list may refuse any position except the one vacated when the employee went on leave. An employee may be removed from the reinstatement list one year from the date of the first position offered if she/he has not returned to work.
- I. Graduates of accredited library schools returning from leave of absence will be given preference in consideration for appointment to professional positions, but no definite promise can be made. These returning employees have the option of being reinstated at sub-professional or clerical levels while waiting to apply for a suitable professional position.
- J. Injury Leave.

Any employee on leave of absence without pay because of a work-related accident shall retain employee seniority rights during the entire time of the leave and, within nine (9) months of the accident, inclusive of FMLA leave, shall be entitled to reinstatement to her/his former position thirty (30) days after presentation to the Library of a physician's certification that she/he is able to return to work.

- K. If an employee is able to return to work more than nine (9) months after a work-related accident, inclusive of FMLA leave, but no more than two (2) years after the accident, she/he may be placed on the reinstatement list until a suitable vacancy occurs. An employee may be removed from the reinstatement list after two (2) years if she/he has not returned to work.

ARTICLE 34: JURY DUTY AND WITNESS DUTY

- A. Staff members must notify their supervisors as soon as possible upon being called for jury duty/witness duty. Employees on jury/witness duty must report for work as scheduled when not required in court. A staff member who spends only part of the day in court should report to work for the balance of the scheduled working day unless the amount of time remaining would be too brief to justify the trip. Staff are entitled to their regular pay while on jury duty/witness duty, (except in cases in which the bargaining unit member has a personal interest as a party to the suit) but they must surrender to the Library the remuneration from the court for those days on which they were scheduled to work. Employees are required to present proof of time and dates spent on jury duty/witness duty before they can be paid.

ARTICLE 35: VOTING

- A. The Board will abide by Ohio Statutes.

ARTICLE 36: RATES OF COMPENSATION

- A. Pay Ranges.

Each position within the bargaining unit will be assigned to a pay range that corresponds with the grade of his/her current position. Under no circumstance may an employee's base rate of pay exceed the top of the pay range for his/her position, nor may the employee's base rate of pay drop to less than the minimum amount in his/her pay range.

See Appendices B, C, D, E, F and G

- B. Educational Offsets.

Educational offsets apply to positions in the following pay grades, for which an M.L.S. degree is determined by the administration to be a desirable qualification,

- Grade 10
- Grade 11
- Grade 12

and any positions established in the future for which the Administration determines an M.L.S. degree to be a desirable qualification. The educational offsets are listed in Appendices B through G.

C. Promotions.

An employee who is promoted to a position with a higher grade will be placed at the entry level of the pay range of the new grade unless the result is less than a three percent (3%) increase, in which case the employee will be placed at a rate 3% above their current pay rate. However, under no circumstances will an employee be placed above the top of the new pay grade.

D. Pay Increases.

1. Effective with the pay period that includes July 1, 2012 all bargaining unit members will be eligible to receive a 1.5 percent (1.5%) pay increase to their current rate of pay.
2. Effective with the pay period that includes January 1, 2013 all bargaining unit members will be eligible to receive a 1.5 percent (1.5%) pay increase to their current rate of pay.
3. Effective with the pay period that includes July 1, 2013 all bargaining unit members will be eligible to receive a 1.5 percent (1.5%) pay increase to their current rate of pay.
4. Effective with the pay period that includes January 1, 2014 all bargaining unit members will be eligible to receive a 1.5 percent (1.5%) pay increase to their current rate of pay.
5. Effective with the pay period that includes July 1, 2014 all bargaining unit members will be eligible to receive a 1.5 percent (1.5%) pay increase to their current rate of pay.
6. Effective with the pay period that includes January 1, 2015 all bargaining unit members will be eligible to receive a 1.5 percent (1.5%) pay increase to their current rate of pay.

When the pay range is shifting in the same month as a scheduled pay increase, the range will shift before pay raises are assessed.

E. Personal Day.

1. Effective July 1, 2013, one personal day (8 hours pay) will be granted annually, during the pay period that includes July 1, to all full-time bargaining unit members.
2. Staff who have completed one year or more at the top of the pay range will receive one personal day (8 hours pay-pro-rated for part-time staff). This personal day is in addition to the personal day that all full-time staff receive under paragraph E-1 above.

- F. If an employee is assigned to act as an O.I.C. by the Library, that employee shall be paid an additional supplement of thirty-two dollars (\$32.00) per day. If the acting O.I.C. duties are for part of the day, the supplement shall be appropriately pro-rated.
- G. Lump Sum Payments.
 - 1. Effective with the first pay period in January 2013, bargaining unit members will receive a one thousand dollar (\$1,000.00) one-time lump sum payment (prorated for part-time staff).
 - 2. Effective with the first pay period in December 2013, bargaining unit members will receive a five hundred dollar (\$500.00) one-time lump sum payment (prorated for part-time staff).
 - 3. Effective with the first pay period in December 2014, bargaining unit members will receive a five hundred dollar (\$500.00) one-time lump sum payment (prorated for part-time staff).
 - 4. The Library will pay retroactive pay for the period of July 1, 2012 to December 29, 2012 on the base wage only of employee's appointed position in effect on December 1, 2012.

ARTICLE 37: COMPENSATION

- A. Pay periods are two (2) weeks in length beginning on Sunday and ending on a Saturday. The standard schedule for full-time staff is five (5) eight (8) hour days each week for a total of eighty (80) hours and ten (10) working days during each pay period.
- B. For purposes of calculating vacation and sick leave accrual as well as annual wage base, a working year will be considered to include two hundred and sixty (260) working days. In actual fact, there may be one or two more working days in some years.
- C. Current annual base wage (wages that would be earned in one year exclusive of overtime or Sunday premium pay) is determined by multiplying an individual's hourly rate of pay by 2080 (260 eight hour days). Base annual wage for part-time employees is calculated as above, then the product is multiplied by the employee's part-time classification (1/2, 3/5, etc.).
- D. Sick leave and vacation accrue each pay period. Accrual rates are calculated in accordance with Article 27: Sick Leave and Article 28: Vacation.

ARTICLE 38: COMPENSATORY TIME

- A. Employees will receive paid time for hours worked over their normally scheduled work hours.

- B. Authorized compensatory time accumulates at the rate of time and one-half when an employee works in excess of forty (40) hours in any work week (Sunday through Saturday).
- C. Compensatory time may be accrued to a maximum, or ceiling of sixty-four (64) hours for full-time employees. The amount shall be pro-rated for part-time employees. Employees who reach the sixty-four (64) hours ceiling cease to earn compensatory time until some time is used reducing the accrued total below sixty-four (64) hours. Employees who are at or above the sixty-four (64) hour ceiling upon ratification of this agreement have the option of using the compensatory time to bring their accrual below sixty-four (64) hours or of cashing out their compensatory time that is above the ceiling. Employees who choose to use the compensatory time will have six (6) months to use the excess time. After that time, compensatory time above the ceiling will be bought out.
- D. Upon the advance approval of the supervisors, an employee may be permitted to make up time lost in lieu of having her/his pay docked (except for disciplinary reasons). The granting of such make-up time is at the discretion of the supervisor, and if so granted, for full-time employees, it must be scheduled and completed within the same work week in which the employee lost the time to be made up. For part-time employees it may be scheduled and completed within the same pay period, as long as no overtime is incurred during a single work week.

ARTICLE 39: OVERTIME

- A. Employees shall be compensated at one and one-half times their normal rates for all authorized times worked in excess of forty (40) hours in any work week (Sunday through Saturday). Prior approval for overtime work must be obtained from the immediate supervisor or administrative staff. In extraordinary cases where neither the immediate supervisor nor an administrative staff member is available, the Officer-in-Charge may authorize overtime work.
- B. Any employee required to work when the library is closed on a Library observed holiday will be paid at double the normal hourly rate.
- C. Overtime may be compensated at the employee's normal hourly rate or at one and one-half the normal hourly rate, depending upon the circumstances. Part-time employees working in excess of their normal schedules, but less than forty (40) hours a week are paid at their normal rate.
- D. Time actually worked as well as some other forms of paid time qualify for time and a half in excess of forty (40) hours a week; however, not all forms of paid time qualify for time and a half.
- E. For purposes of computing overtime, the following shall be considered as time worked:
 - 1. Time actually worked
 - 2. Vacation time
 - 3. Bereavement leave
 - 4. Holidays

- F. For the purposes of computing overtime, the following shall not be considered as time worked:
 - 1. Sick leave
 - 2. Any other form of paid absence.
- G. Under normal circumstances, time and one-half overtime may not be earned on the same working day when either bereavement leave, vacation or accumulated compensatory time is taken. However, in a situation where a request or requirement that an employee work overtime is made after the individual has received approval for the use of compensatory time on the day in question, the employee may receive credit for the approved bereavement leave, vacation or compensatory time as well as for the time worked, including time and a half pay, if appropriate. In such a situation, the employee must ensure that the supervisor, administrator or Officer-in-Charge making the request or requirement is aware the employee has received prior approval to take vacation or compensatory time on that day.
- H. Non-duplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave and paid leave not worked will not be figured in the computation of overtime.

ARTICLE 40: PAYCHECKS

- A. All members of the staff are normally paid every two (2) weeks dated the Thursday following the time sheet period. A schedule of the year's pay dates is issued by the Finance Office in October.
- B. In case of an emergency, such as failure of the Finance Office computer, pay may be unavoidably delayed. In such a situation, every reasonable effort will be made to issue pay as quickly as possible.
- C. All bargaining unit members will be required to participate in the direct deposit of payroll earnings.

ARTICLE 41: RETIREMENT

- A. Retirement benefits are derived from each employee's mandatory membership in the Ohio Public Employees Retirement System (OPERS). Provisions of OPERS may be changed at any time by the Ohio Legislature. Deductions for OPERS are made from each employee's earnings at the current rate, and the Library also contributes toward each employee's final retirement income.
- B. Employees retiring after ten (10) or more years of service to the Library receive severance pay for one-fourth of their unused sick leave at the time of retirement.

- C. Since the rules and regulations concerning eligibility for retirement, contributions, refunds, re-deposits, service credit, retirement benefits and the like are subject to change by OPERS and the Ohio Legislature, employees should consult OPERS for current information. OPERS publications and member handbooks are available from the Human Resources Office.
- D. There shall be no compulsory retirement age set.

ARTICLE 42: FRINGE BENEFITS

- A. Ohio Public Employees Retirement System (OPERS).

Participation in OPERS is required by State Law for all permanent employees.

- B. Medicare.

Federal law requires a payroll deduction for Medicare from all employees hired after March 31, 1986.

- C. Group Health Insurance including hospitalization coverage, surgical coverage, prescription drug coverage, dental coverage, and vision coverage shall be provided to employees under the terms and contribution levels listed below:

Effective January 1, 2013, for eligible full-time employees, the Library will pay eighty percent (80%) of the monthly premiums toward a single or family vision, dental, HRA health insurance plan and eighty-five (85%) of the monthly premium toward a single or family HSA health insurance plan. Full-time employees not enrolled in either of the health insurance plans (HSA or HRA) shall be eligible to enroll in dental or vision coverage available to all employees with the Library paying eighty (80%) of the premium(s). The Library will fund the HSA and HRA participant's accounts one thousand dollars (\$1,000.00) per plan year for those on the family plan and five hundred dollars (\$500.00) per plan year for those on a single plan. Individuals employed by the Library during a plan year will have contributions prorated as to the length of service in the plan year.

- 1. Regular part-time employees who work less than forty (40) hours during each normal two-week pay period may participate in the Library's group dental and vision insurance programs by paying one hundred 100% of the premiums.

New staff members must make application for these plans within the deadlines specified by the insurance carrier and the Board, in order to receive coverage. If the bargaining unit member does not apply for coverage promptly, she/he could apply for the coverage at a later date and the bargaining unit member would need to conform to the insurance carrier's regulations at the time for making application. The bargaining unit member must be actively at work on the effective date. Otherwise coverage will begin on the date of active employment. Otherwise, new employees must wait until the next yearly open period to apply for health insurance coverage.

Coverage under the Library's group health insurance plans may be canceled if an employee is absent from work without pay for a period of more than one month, except as specified under Ohio law for employees whose employment is involuntarily terminated and in Article 33 for employees on Board approved leaves of absence without pay.

2. If the Library wants or needs to change specifications, it shall negotiate the change with the Union. Any other changes in coverage or cost structures, i.e., co-payments and deductibles, will be included. The Union agrees to allow for certain cost containment features to be added to the indemnity plan. However, the specifics of those features must be negotiated before the Library starts the formal process of soliciting bids or proposals from providers.
3. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the Grievance Procedure of this Agreement, nor shall any liability accrue to the Library. This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the Library, or any member or dependent of a member of the bargaining unit.
4. Effective January 1, 2013, the Library will provide insurance coverage for domestic partners, as defined by the insurance carrier(s), when such coverage is made available by the chosen carrier(s) at no additional cost to the Library.
5. Health Insurance plan design, benefit structure, cost containment and other such matters are appropriate topics for discussion in the Labor/Management Committee. The Union and the Library shall make every effort to adopt and maintain a cooperative approach in addressing health insurance related issues.

D. Life Insurance.

All employees who work regular, permanent schedules of forty hours or more during each normal two week pay period receive a minimum \$10,000 life insurance policy fully paid by the Library after six months of employment. Employees earning more than \$10,000 annually are covered for an amount rounded off to the closest \$1,000 below the annual salary (e.g. an annual salary of \$12,650 would result in \$12,000 worth of life insurance). Coverage shall be in accordance with the Life Insurance Plan. The Board is bound by the dictates of the insurance provider as to reductions due to age.

E. Tax Deferred Annuities.

Staff members may authorize deductions through the Ohio Public Employees Deferred Compensation Program. Full details may be obtained from the Human Resources Office.

F. Credit Union.

Staff are eligible to join the Montgomery County Employees' Credit Union. Direct payroll deductions may be authorized by the individual for both savings and loans. See the Human Resources Office staff for details.

G. Taxes.

Regular deductions are made for federal, state and city income taxes. Library employees are exempt from payment of Social Security taxes, with the exception of those employees in paragraph B above, due to participation in OPERS.

H. Schedule of Deductions.

All income taxes, OPERS contributions, Medicare, credit union and Ohio Public Employees Deferred Compensation Program contributions are made each payroll. Deductions for health insurance and for Union dues, initiation fees and assessments and/or fair share fees are made twenty-four (24) times each year. The Finance Office issues an annual schedule of deductions each fall for the upcoming year.

I. The Library will offer an IRS 125 plan that allows bargaining unit members to participate in the salary reduction method for the employees' share of insurance premiums as well as participation in a Health Care Reimbursement Account and Dependent Care Reimbursement Account.

J. Coverage Buy-Out.

In lieu of participating in the library's group health insurance plan the employer will offer coverage buy-out in an amount equal to up to twenty-five (25%) of the full premium amount for a single or family plan. To be eligible for the coverage buy-out employees must provide the library proof of coverage under an alternate insurance plan. If an employee has a qualifying event that causes loss of coverage elsewhere he/she may enroll under the Library's plan. Employees who are eligible for coverage for less than the full plan year will have their payment prorated to the number of months of eligibility. January 1 to December 31 will establish the plan year for buy-out payments.

Employees participating in the coverage buy-out program on the date of this agreement will retain eligibility for the buy-out program. In addition, individuals actively employed on July 1, 2012 and currently enrolled in the Library's health, dental and/or vision plan who provide proof of alternate coverage will become eligible for the buy-out program.

K. Payroll Deductions for Supplemental Insurance.

The Library will allow a payroll deduction for a single supplemental insurance plan designated by the union.

L. Wellness Incentive.

The Library may offer reduced premiums, premium rebates, increased HSA/HRA contributions, or other financial incentives for employees who participate in certain wellness related programs. The Wellness Committee is charged with making criteria recommendations to the LMC. The LMC is charged with making criteria recommendations to the Executive Director for consideration and for the Executive Director's approval.

ARTICLE 43: TRANSPORTATION COSTS AND TIME

- A. Bus fare or mileage and traveling time are allowed when travel to other agencies breaks into the regular schedule of a staff member. This includes official library business such as book talks and school visits.
- B. All requests for reimbursement should be cumulated and submitted at the end of each quarter to the Finance Office on form 3350. All requests for reimbursement for the current year must be submitted by December 31.
- C. Mileage shall be reimbursed at the IRS allowance rate per mile. Mileage shall only be reimbursed for traveling from one work location to another work location.
- D. Bargaining unit members shall maintain a valid Ohio Driver's License and adequate comprehensive liability insurance in compliance with State law on their automobiles, and signing the expense voucher request for reimbursement shall indicate the same.

ARTICLE 44: PARKING/BUS PASSES

- A. Staff may use the Main Library parking lot after 5:00 p.m. on the evenings that they work and on Saturdays on a first come, first served basis in accordance with rules and regulations promulgated by the Library Administration. Staff who violate these rules and regulations will be subject to disciplinary action including loss of parking privileges.
- B. The Library will pay up to fifty dollars (\$50.00) per month toward parking fees for each bargaining unit member upon presentation of a receipt. When the Library can coordinate direct billing from the parking vendor, subsequent payment receipts may not be required from those employees affected.
- C. The Library will reimburse the employee the full amount for a bus pass upon presentation of a receipt.
- D. Employees who purchase both parking and a bus pass will not be reimbursed for both the buss pass and parking fees, but will be reimbursed for the less expensive of the two.

ARTICLE 45: FAMILY AND MEDICAL LEAVE ACT

- A. In accordance with the Family and Medical Leave Act of 1993 and as amended in 2008, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually* entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:

1. the birth of and care for a newborn son or daughter;
2. for the placement of a son or daughter with the bargaining unit member for adoption or foster care;
3. to care for a seriously ill spouse, child or parent; or
4. because of their own serious health condition.
5. because of a qualifying exigency for the spouse, child or parent of a family member who is on active duty or is notified of an impending call or order to active duty in the armed forces (including the Reserves and National Guard).

Entitlement to leave pursuant to A(1) or A(2) above shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

- B. In accordance with the Family and Medical Leave Act of 1993 and amended in 2008, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually* entitled to a maximum of twenty-six (26) weeks of unpaid leave for the covered spouse, child parent or next of kin of an armed forces member who is undergoing medical treatment, recuperation or therapy, is on out patient status, or is in the temporary disabled retired list for serious injury or illness.

* annually is defined as a “rolling” twelve (12) month period commencing with the first day of FMLA leave.

- C. Bargaining unit members must give the Library at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations.
- D. After applying for leave under this section, bargaining unit members may be required to use their accumulated paid leave, prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example, 4 weeks of paid vacation leave and 8 weeks of unpaid leave combination.)
- E. Provided the Library notifies the bargaining unit member of such requirement upon request for leave, medical certification or proof of a qualifying exigency shall be required to substantiate leave, with the Library having the option of second and third opinions. If the individual incurs out-of-pocket costs to obtain Library requested second or third opinions, the Library will reimburse the medical provider for these expenses. Medical certification shall include the following:

1. the date the condition began;
2. the probable duration of the condition;
3. appropriate medical facts regarding the condition and the necessity for leave; and
4. a statement that the bargaining unit member is unable to perform the essential functions of her/his position during this period of leave.

Proof of a qualifying exigency shall include the following:

1. confirmation that the employee is the spouse, child or parent of a covered service member;
2. confirmation that the service member has been called to duty or will be on break from active duty in the Armed Forces;
3. the date(s) the service member must report to duty or be on break from duty;
4. the date(s) the employee wants to be absent due to service member leave;
5. the reasons the employee wants to be absent, why the need for leave is urgent, and how those reasons are related to the service member's call to duty or break from duty and;
6. a statement that all of the aforementioned are true and accurate statements.

- F. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Library and the employee, provided all requirements set forth above have been satisfied.

When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Library may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits that would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to her/his former position or an equivalent position.

- G. Health and life insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, or twenty-six (26) weeks per year as outlined in 'B' above with the Library paying only the Library's share of the health insurance premium. The employee must make arrangements for payment to continue any portion of the health insurance premium that she/he is obligated. The Library may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

- H. For the purposes of this Article, the following definitions shall apply:

1. "Serious Health Condition".
 - a. in-patient care in a hospital, hospice or residential care facility of at least one night;
 - b. one's absence from work, school or regular daily activities for more than 3 calendar days and which involves continuing treatment by (or under the supervision of) a health care provider;
 - c. continuing treatment by (or under the supervision of) a health care provider or a chronic or long-term health condition (such as cancer) that is incurable or so serious that, if treated, would likely result in a period of incapacity of

more than three calendar days even if the person is not necessarily being actively treated by a health care provider; or

- d. prenatal care.
2. "Reduced Leave Schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per work day, of a bargaining unit member.

ARTICLE 46: PROFESSIONAL AFFILIATIONS

- A. Membership by all staff in the Ohio Library Council is encouraged but not required. Support of its activities promotes better libraries and better working conditions throughout the State. The Board will pay 100% of the basic membership fee for the bargaining unit members. New hires are eligible to have their membership paid at the beginning of the next calendar year.
- B. In addition professional staff members are urged to join the American Library Association, the Special Libraries Association, and other professional organizations. The Board will pay 50% of any bargaining unit member's basic dues to the American Library Association. New hires are eligible to have their membership paid at the beginning of the next calendar year.

ARTICLE 47: ATTENDANCE AT PROFESSIONAL MEETINGS

- A. Staff members wishing to attend meetings, conferences and workshops sponsored by professional library-related organizations of which they are members may be allowed time for this purpose within the limitations of library functions and responsibilities. Whenever conflicts in Branch or Division schedules arise over meeting or conference attendance, those persons with program or committee responsibilities will be given preference. Other conflicts will be decided giving the employee who has not attended most recently preference.
- B. Time may be allowed for attendance at meetings or workshops sponsored by organizations that do not offer individuals memberships at the discretion of the Executive Director.
- C. Overtime and compensatory time are not allowed for attendance at conferences, meetings, workshops, etc., or for travel to and from such events.
- D. Within the limitations of the budget, the Executive Director will request funds from the Board of Trustees for reimbursement of registration, travel, accommodations and meal expenses incurred by Staff members attending conferences and professional library or library-related organizations of which they are members. Reimbursement must be approved in advance by the Board of Trustees. For attendance at the annual conferences of the American Library Association and the Ohio Library Council, Public Library Association, and all regional conferences funds may be allocated for the Executive

Director, and any staff members with program or committee responsibilities, in that order of priority.

- E. An amount equal to that budgeted for three members of the Board to attend the annual conferences of the American Library Association and the Ohio Library Council, Public Library Association, and all regional conferences will be divided among all bargaining unit members wishing to attend these meetings, provided that they belong to the sponsored organization and their attendance has had the prior approval of the Board. Each staff member's reimbursement for registration, travel, accommodations and meal expenses will not exceed the actual amount incurred. Except for travel to and from the conference city, only expenses incurred during the actual dates of the conference are reimbursable.
- F. Attendance at pre-conference institutes, ALA Mid-Winter Meetings and other conferences may be allowed under the rules given above if the Executive Director believes it would benefit the Library. If funds are available, a request may be made by the Executive Director for Board approval of full or partial reimbursement of expenses.

ARTICLE 48: STAFF MEETINGS

- A. The Executive Director normally holds a staff meeting on the day following regularly scheduled meetings of the Board of Library Trustees. From time to time the administration may call other meetings for one or some portion of the staff. Managers also hold regular meetings with their own staff as frequently as they deem necessary, but at least quarterly. It is the responsibility of each supervisor to relate her/his staff information and policy, excluding confidential matters, that are discussed during supervisors' meetings.
- B. Staff are entitled to be paid for time spent in these meetings outside of their work schedule.

ARTICLE 49: FORMAL EDUCATION

- A. Leaves of absence without pay for college and library school study may be granted. An applicant for such leave must be an employee who has worked at least one (1) year for the Library at the time the leave begins. Leaves of absence do not exceed one (1) year in length.
- B. Staff wishing to attend short courses or summer sessions of college or library school for credit may do so using vacation and/or compensatory time with additional leave without pay.
- C. The Board may grant tuition reimbursement for courses of a job-related nature to full and part-time bargaining unit staff who are beyond their initial probationary period. (See Article 50)
- D. Supervisors will make every effort to cooperate in arranging schedules so that staff members desiring to continue their education may be able to do so, especially when courses are pertinent to their jobs. However, schedule changes that would result in

reduced efficiency or service will not be made, and it is the responsibility of the staff member to keep his supervisor updated and advised on a regular basis of her/his class schedules and proposed changes to their work schedules and any trades to accomplish the proposed change.

ARTICLE 50: TUITION REIMBURSEMENT

- A. The purposes of the Tuition Reimbursement Program are to encourage staff members to increase work-related skills and knowledge, to prepare for job advancement, and to keep up-to-date on new developments in their respective areas of library work.
- B. Tuition reimbursement grants may be awarded for individual's courses, seminars, workshops, institutes, etc. Reimbursement may be full or partial based on the availability of funds budgeted for this purpose.
- C. Although the Board of Library Trustees will attempt to allocate funds for the Tuition Reimbursement Program, the lack of adequate funding may necessitate curtailment or elimination of this program in any given year.
- D. Any full and part-time bargaining unit staff who are beyond their initial probationary periods are eligible to be considered for tuition reimbursement.
- E. An employee must be employed by the Library at the beginning and at the close of any course for which reimbursement is requested. Staff on leave of absence without pay are ineligible for tuition reimbursement, with the exception of employees who are on Board approved leaves of absence without pay for the specific purpose of pursuing an M.L.S. degree and who have received a Tuition Reimbursement Agreement approved by the Board. An employee who has received tuition reimbursement and does not complete one full year of employment from the date of reimbursement must reimburse the Board for the full amount of tuition reimbursement received by her/him. An employee who returns to employment with the Library, but leaves before a year has elapsed, must reimburse the Board an amount proportionate to the un-worked portion of the year.
- F. The Tuition Reimbursement Program will be administered by the Administrative Council of the Library with the approval of the Board according to rules and procedures adopted by the Board.

ARTICLE 51: GRIEVANCE PROCEDURE

- A. Preamble.
 - 1. The grievance procedure is recognized as an efficacious means of resolving conflicts and finding solutions to problems. No employee shall be subjected to any form of retaliation for initiating grievance proceedings.
 - 2. A grievance is any dispute that a bargaining unit member has concerning the interpretation, application, or alleged violation of any provision of this Agreement.

3. A member of the bargaining unit has the right according to statute to present grievances and to have them adjusted without the intervention of the Union, if she/he chooses. In such cases, however, the Union will have the opportunity to be present at the adjustment.
- B. All grievances must be commenced within fifteen (15) working days after the incident or reasonable knowledge of the incident on which the grievance is based. In no event shall a matter be made a grievance beyond thirty (30) calendar days after the incident giving rise to the alleged grievance.
- C. All grievances are to be settled in accordance with the three (3) step grievance procedure set forth below.
- D. An employee shall attempt to resolve the problem through discussion with her/his immediate supervisor (Branch or Division Manager or Assistant Director) before filing a written grievance. The employee is entitled to have a representative (steward) from the Union accompany her/him in this informal stage, if desired. If the problem is settled at this stage, no further action shall be taken and settlements at this juncture are non-precedential.
- E. Steps in the Grievance Procedure.

1. Step One.

In the event the dispute is not resolved in the verbal discussion or informal step, the grievance shall be reduced to writing and signed by the employee and her/his Union representative and filed with her/his immediate supervisor outside the bargaining unit within five (5) working days after the answer from the informal step. In order to determine if a formal grievance should be reduced to writing, the Union may request documents or other information from the Library. The immediate supervisor or her/his designee shall meet with the employee and her/his representative and answer the grievance in writing to the employee and her/his representative within five (5) working days after receipt of the grievance. If the grievance is not satisfactorily resolved or answered within the required five (5) working days, the Union may refer the grievance to the second step of the grievance procedure. If the Union fails to refer the grievance to the second step within five (5) working days after receipt of the answer rendered in this step, the grievance shall be considered resolved or dropped on a non-precedential basis.

2. Step Two.

If the grievance is not settled at Step One, the grievance, along with all correspondence, may be referred in writing to the Executive Director of the Library by the Union. The Executive Director or her/his designee shall meet with the employee and her/his Union representative within five (5) working days after receipt of the grievance. The Executive Director and the grievant may each have no more than four (4) representatives at the grievance meeting. Both the grievant and the Library Administration have the right to call such witnesses as are necessary to the investigation of the grievance. The Executive Director will issue an answer within five (5) working days from the close of the meeting. If the

grievance is not settled, the Union may refer the grievance to the Third Step of the grievance procedure. If the grievance is not appealed to the appropriate step within fifteen (15) working days after receipt of the answer rendered at this step, the grievance shall be considered resolved or dropped on a non-precedental basis. The Union may choose to appeal non-precedent setting grievances or suspensions of five (5) working days or less to Step Three – Mediation. Precedent setting grievances and those of suspensions of greater than five (5) working days or more may be appealed to Arbitration in Step Four, or by mutual agreement may be taken to mediation.

3. Step Three – Mediation.

- a. The selection procedure for the Mediator shall be in accordance with the procedure outlined in Step Four of this Article, or the parties may avail themselves of the Federal Mediation and Conciliation Service mediators.
- b. The conduct of the Step Three Mediation hearing shall be in accordance with FMCS rules for mediation.
- c. The Mediator shall make her/his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within three (3) working days from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Applicable guidelines and timelines set forth in Step Four of the Grievance Procedure shall also apply to Step Three of the Grievance Procedure.

4. Step Four.

If the grievance is not settled at Step Two or Three, the Union may, within thirty-one (31) calendar days after receipt of written determination by the Executive Director/designee in Step Two or close of the mediation hearing in Step Three give notice of intent to file under the arbitration procedure. Within ten (10) working days after receipt of the written notice to file under the arbitration procedure, a joint letter initiated by the Union from the Board and the Union will be sent to the Federal Mediation and Conciliation Service (FMCS) or to Arbitration Mediation Services (AMS) requesting submission of the names of seven (7) arbitrators. The cost of the list will be jointly shared. Upon receipt of the names, the party requesting arbitration shall strike the first name. The Union and Library shall alternately cross off one (1) name until only one (1) names remains, that person being selected as the arbitrator. This procedure will take place within ten (10) working days, the date on the FMCS/AMS letter shall start the time. A date for arbitration shall be set as soon as possible, in accordance with the wishes of the Administration, the Union, and the availability of the arbitrator. All decisions of the arbitrators and all pre-arbitrated grievance settlements reached between the Administration and the Union shall be final and binding on the Board, the Union and the employees. Pre-arbitration grievance settlements shall not necessarily set a precedent for future relationships between the Union and the Administration. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the cases to her/him.

The fee and expenses of the arbitrator shall be divided equally between the Board and the Union, provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

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

Subject to the following, the arbitrator shall have final and binding jurisdiction and authority to decide the grievance as defined above provided that:

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof.

- F. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator on the same day.
- G. Either party may request in writing a prearbitration meeting. The purpose of this meeting is to discuss the merits of the grievance, to exchange lists of witnesses, and to exchange copies of any documents expected to be used in the arbitration hearing. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless the parties agree otherwise. If either party should decide to rebut documents or witnesses it shall inform the other party of documents and/or witnesses to be used in rebuttal no later than seven (7) days after the prearbitration meeting. Otherwise no new witnesses, evidence or documents may be admitted without mutual agreement.
- H. If at any point the Union fails to process the grievance to the next step within the specified time period, the grievance will be considered resolved or dropped on a non-precedent setting basis at the last step. Any grievance not processed timely under this Agreement shall not be arbitrable. In any case where a decision of the Administration or appropriate representative is not given within the specified time period or within the period that may have been extended by mutual agreement, the grievance may be appealed to the next step in the process.
- I. The parties may by mutual agreement waive any steps or any of the time limits of this Article.
- J. Meetings described in this Article and the grievance hearings may be attended on paid time if they coincide with the schedules of the grievant and the Union representative(s). They do not qualify for compensatory time. Preparations for grievances may be conducted on paid time, as provided in Article 7 of this Agreement.
- K. A "policy grievance" is a grievance that, if resolved in favor of the Union, applies to all employees equally. Such grievances may initially be presented at Step Two by the Union.

- L. For the purpose of this Article only, working days shall mean Monday through Friday, excluding holidays.
- M. Probationary removals are not grievable under this Article.

ARTICLE 52: OPERS PICK-UP

- A. Effective within thirty (30) days after receipt of a formal letter of approval from the Internal Revenue Service of the following OPERS pick-up, the Board shall designate each employee's mandatory contributions to the Ohio Public Employees Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service ruling 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory Ohio Public Employees Retirement System contribution that has been designated as "picked up" by the Board and that the amount designated as "picked up" by the Board shall be included in computing final annual wages, provided that no employee's total annual wages are increased by such pick up nor is the Board's total contribution to the Ohio Public Employees Retirement System increased thereby.
 - 1. The pick up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pick up shall apply to all compensation including supplemental earnings thereafter.
 - 2. The parties agree that should the rules and regulations of the IRS or the Retirement System change making this procedure unworkable or unlawful, the parties agree to return, without penalty, to the former method of employee/employer contribution.
 - 3. It is understood that it is the responsibility of each individual employee to make necessary adjustments in any other tax sheltered annuities she/he has in order to be in compliance with IRS laws and regulations.

ARTICLE 53: HEALTH AND SAFETY

- A. The Library will endeavor to follow and abide by all federal and state statutes that govern the health and safety of the bargaining unit members.
- B. The bargaining unit members will abide by all health and safety rules and regulations as well as endeavoring to perform their work in a safe manner.
- C. Bargaining unit members will report all accidents and injuries immediately to their supervisors and follow up with a written report within twenty-four (24) hours of the accident or injury. All health and safety problems and hazards must be reported promptly to the appropriate supervisor or administrator. When safety hazards are reported in writing to the Human Resources Office, the reports will also be submitted to the co-chairs of the Health and Safety Committee, unless the report contains personal data such as medical information.

- D. The Library will conduct quarterly safety meetings to discuss new safety methods to be employed in performing the bargaining unit members' assignments. The bargaining unit members are encouraged to advise management of any areas of concern in health and safety at their work sites.
- E. The Library makes a firm commitment to members of the bargaining unit to provide a healthy and safe work environment. Changes to the work environment will be commensurate with the Library's financial resources. The Library will continue to seek employee input to solve work-related problems that constitute hazards to the bargaining unit members.
- F. In the event any tests or inspections are conducted on Library property that involve health and safety, the Union will be permitted a copy of the tests or inspection findings and/or recommendations.
- G. The Library will continue to actively pursue the most productive and safety conscious methods, programs and ergonomics in the use of its computer displays. Bargaining unit members working on computer displays on a continuous basis are entitled to a 10-minute continuous break from computer displays work for each hour of work.
- H. The Library and the Union shall form a Joint Health and Safety Committee made up of a total of eight (8) members. Four (4) members shall be appointed by the Library and four (4) members shall be appointed by the Union. The Committee shall convene within ninety (90) days of ratification. The Committee shall be co-chaired by one member of each party. The Committee shall meet regularly to coordinate the Library's safety and health plan; to educate staff on employee rights and responsibilities as well as employer right and responsibilities under this plan; and to review safety and health concerns that arise. Each employee who reports a safety problem to the administration shall receive a written reply from the administration as to the disposition of the problem. The Health and Safety Committee receives reports of safety problems, evaluates these reports, and recommends ways of eliminating or reducing safety hazards whenever possible. All findings and recommendations, as well as written responses to staff who report concerns, shall be forwarded to the Executive Director, and the Union President. In addition the Committee shall, but not be limited to:
 - 1. Draft policies for recommendation to meet required standards.
 - 2. Recommend policies, guidelines and training programs for all aspects of health and safety within the Library.
 - 3. Study all health and safety issues related to computer display use including but not limited to workstation guidelines, lighting guidelines, keyboard guidelines, furnishing guidelines, glare guidelines, and health risks associated with computer display usage that arise due to repetitive use.
- I. No employee may be required to work more than one (1) hour in a branch as the sole Library employee on the premises during regularly scheduled open hours. Substitutes or Library Aides may be called in to work as needed to ensure a minimum of two staff members in a branch during regularly scheduled open hours. Library Aides may be used

to fill the need for the minimum number of employees, but Library Aides are not to be left alone in a branch without at least one manager or bargaining unit member present.

ARTICLE 54: DRUG-FREE WORKPLACE

- A. The Union and the Library agree to abide by the letter and spirit of the Drug-Free Workplace Act of 1988.
- B. No bargaining unit member of the Dayton Metro Library engaged in work or while in the workplace shall unlawfully distribute, manufacture, dispense, possess or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal or state law.
 - 1. "Work place" shall be defined to mean the site of the performance of work for the bargaining unit member. The work place includes any library building, property, library-owned vehicles and library-approved vehicles used in the performance of the bargaining unit member's job; off-library property during library activities or library-sponsored activities.
 - 2. Violators of this section or article of the Agreement shall be subject to discipline in accordance with Article 19 of this Agreement.
- C. All employees shall notify the Library of any conviction for a violation of a criminal drug statute occurring in the workplace within five (5) days after such conviction.
- D. The Board shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Board may require reassignment of the employee with pay if she/he is unfit for duty in her/his current assignment. The foregoing is conditioned upon:
 - 1. The employee agreeing to appropriate treatment as determined by professionals involved;
 - 2. The employee discontinues her/his use of illegal drugs or abuse of alcohol;
 - 3. The employee completes the course of treatment prescribed.

ARTICLE 55: SICK LEAVE BANK

The Sick Leave Bank (bank) is a voluntary program for staff of the Dayton Metro Library who earn sick leave. It is intended to provide income protection for employees who are absent for prolonged periods due to illness or accident.

- A. Eligibility.

In order to enroll in the bank, an employee must have been employed by the library for at least one year and must have an accumulated balance of at least 120 hours of sick leave (pro-rated for part-time staff, see paragraph G below).

In order to continue membership in the bank from year to year, an employee must have the minimum balance of sick leave at the beginning of each calendar year unless that person has received sick leave from the bank during the previous year. If an employee who is a member of the bank has fallen below the minimum balance amount during the year, s/he may re-enroll for one year upon presentation of a physician's certification that the use of sick leave was necessary.

Membership in the bank is open to eligible bargaining unit staff, supervisors and confidential employees.

B. Donations of time.

Each member must donate one day of sick leave to the bank at the beginning of each calendar year. The one-day donation is waived if the minimum balance of sick leave is waived per paragraph A above.

If and when the total sick leave in the bank falls below twenty-five percent of the balance that was in the bank at the beginning of the year, the Labor-Management Committee may require each member to donate one additional day of sick leave.

Donated time remains with the bank if an employee withdraws from membership.

C. Withdrawals from the bank.

1. Only staff who are enrolled may receive sick leave from the bank.
2. A member must have exhausted all accumulated sick leave, vacation, and compensatory time before becoming eligible to receive sick leave from the bank. A member must further have been on approved leave of absence without pay for at least two calendar weeks before becoming eligible to receive sick leave from the bank. Upon start of the sick leave bank withdrawals, the two week delay will be paid retroactively.
3. Application for withdrawal of sick leave from the bank must be accompanied by 1) a physician's statement explaining the condition and giving a prognosis - including an estimate of how long the absence may last, 2) a signed release form authorizing the Labor-Management Committee full access to all medical records relevant to the condition for which the sick leave is requested.
4. It is the responsibility of the employee/member or her/his representative to apply for withdrawal of sick leave from the bank.
5. An employee/member may receive a maximum of twenty-five percent of the initial balance of sick leave in the bank at the beginning of the current year or 600 hours of sick leave, whichever is greater. Withdrawals will be prorated for part-time staff.

6. Sick leave withdrawn from the bank may only be used for the member her/himself or to attend dependent children under the age of eighteen.
7. Individuals who have been approved for disability retirement under the Ohio Public Employees Retirement System are not eligible to withdraw sick leave from the bank.
8. Sick leave from the bank may not be used to extend an employee's retirement date.
9. An employee receiving Workers' Compensation is not eligible to withdraw sick leave from the bank.

D. Fringe Benefits for Employees Receiving Time from the Bank.

1. Sick leave, vacation and compensatory time are not accrued when an employee is using time withdrawn from the bank.
2. Holiday pay is not received when an employee is using time withdrawn from the bank. However, sick leave from the bank may be used to compensate such employees for holidays.
3. Under the provisions of the Family and Medical Leave Act of 1993, an employee is entitled to continue participation in the Library's group life and health insurance plans with the normal Library contribution towards premiums for twelve weeks after the time the employee begins leave without pay status. If the full twelve weeks have not elapsed at the time an employee begins receiving sick leave withdrawn from the bank, she/he will continue to receive library paid life and health insurance until the twelve weeks have elapsed.

Thereafter, the Library's group life insurance coverage will be canceled. Health insurance may be continued when an employee is using withdrawn sick leave at the full expense of the employee. In order to take advantage of this option, an individual using withdrawn sick leave must arrange to make special payment to the Human Resources Office for 100% of the health insurance premiums. Employees wishing to take advantage of this option should check with the Human Resources Office to find out when such payments must be delivered. If payment is not received in time, it will be returned to the employee and the individual's group health insurance plans will be canceled at the end of the current month.

Upon returning to work when participation in the Library's health insurance has been canceled, an employee may re-enter the group health insurance plans by submitting an application just as a new employee does.

4. The Library's group life insurance may be converted to an individual whole life policy at the employee's expense. Conversion is automatic if an application is submitted within 31 days of the time the group insurance coverage is canceled. Thereafter, the applicant may be required to pass a physical examination. Applications for conversion may be obtained from the Human Resources Office.

If a staff member returns to normal work status within six months after the termination of life insurance coverage, that person may be reinstated on the first day of the calendar month coinciding with or following the date of return. Otherwise, employees returning to active work must wait six months like any new employee before coverage begins.

Coverage converted to an individual life insurance policy may be converted back to the Library's group policy when an employee returns to active work status.

E. Return to Work.

1. An employee/member who has used sick leave withdrawn from the bank must submit a release from a physician certifying that the employee is capable of resuming her/his duties before she/he may return to work. (This is not required if the employee was using sick leave from the bank to attend a dependent child, see paragraph C-6, above.)
2. Once an employee returns to a normal work schedule she/he is no longer eligible to receive sick leave from the bank. Partial bank withdrawals may be approved for an individual returning on a reduced work schedule for up to two calendar weeks.

F. Administration of the Bank.

1. The Labor-Management Committee will administer the bank. Within fourteen (14) calendar days of receipt, the committee will review all applications for withdrawal of sick leave from the bank and approve or deny them based on the criteria set forth in this document.
2. The Committee may request additional information concerning medical condition if and when it deems necessary. This may include an examination by a physician of the Committee's choice. Failure to provide such information may result in an application for sick leave being denied or in the discontinuance of sick leave from the bank.
3. Committee members must maintain confidentiality concerning the medical condition of any member of the bank or relative of a member of the bank.
4. Whenever a member is actively using time withdrawn from the bank, the Labor-Management Committee will meet monthly to review all active cases.
5. False claims for withdrawal of sick leave may be subject to disciplinary action, including repayment of benefits.
6. All decisions of the Labor-Management Committee are final. This document, the processes described therein, and decisions concerning the bank may not be grieved under the Labor Agreement between the Board of Trustees of the Dayton Metro Library and Dayton Metro Library Staff Association.

G. Part-time Employees.

1. All references to amounts of sick leave in this document are pro-rated for part-time employees. For example, the term "days" for a half-time employee would mean four-hour days, and in paragraph A above, the reference to 120 hours would mean 60 hours for a half-time employee.

H. Review and Discontinuance of the Bank.

1. At least twenty-five percent of staff eligible to participate in the bank must join or continue membership at the beginning of each year or it will be dissolved.
2. Should the bank be dissolved, any unused balance of sick leave will be distributed equally to the members at the time of dissolution, pro-rated according to full- or part-time status. As long as the bank is continued from year to year, all unused sick leave in the bank at the end of a year will roll over and be added to the donations at the beginning of the next year.
3. The Library shall publish in the *Staff Newsletter* at the beginning of each year the statistics from the previous year and current year. The statistics shall include enrollment, hours used, and the balance of sick leave left in the bank.

ARTICLE 56: NO STRIKE-NO LOCKOUT

- A. During the term of the Agreement, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report to duty, no willful absence from a bargaining unit member's position, no stoppage of work, no slow down or absence in whole or part from the full, faithful and proper performance of duties of employment. Any employee violating the provisions of this Article may be disciplined.
- B. The Union and the Library agree that they shall at all times cooperate to see that operations are continued in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of the Article. In the event of any violation of this Article, the Union agrees it will immediately take all affirmative steps with the employees involved to correct the violation and to bring about an immediate resumption of the operations of the Dayton Metro Library.
- C. The no strike provisions of this Article shall not apply to any interim negotiations conducted in accordance with any provision of this Agreement. With respect to such negotiations, employees shall have the right to strike in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE 57: DURATION

- A. This Agreement constitutes the entire contract between the Dayton Metro Library and Dayton Metro Library Staff Association and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Library and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter that is subject to collective bargaining whether or not such subject or matter is specifically referred to

herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact on the terms and interpretation of this Agreement.

- B. The provisions of the agreement shall supersede any conflicting rules or policies of the Library and Sections of the O.R.C. except those incorporated in Chapter 4117 or referred to therein.

- C. This Agreement shall become effective as of July 1, 2012, except as otherwise indicated herein, and shall remain in effect up to and including June 30, 2015, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to June 30, 2015, or prior to the date of expiration of any annual renewal hereof.

- D. If notice to terminate shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

In Witness Whereof, the Parties of this agreement have set their hands this 23rd day of January, 2013.

On behalf of the Board Of Library Trustees:

Robert W. Cross 2/1/13
Robert W. Cross

Cynthia Chibis
Cynthia Chibis

David Slivken
David Slivken

For the Board of Trustees of the Dayton Metro Library:

Margaret L. Merz
Mrs. Margot Merz, Board President

Dennis Turner
Mr. Dennis Turner, Board Secretary

On behalf of the Dayton Metro Library Staff Association:

Matthew D. Stokely
Matthew Stokely, Attorney

Tracy D. Arnold
Tracy Arnold

Jared Baldwin
Jared Baldwin

David Hicks
David Hicks

Lori Rotterman
Lori Rotterman

Kay Trochelman
Kay Trochelman

Appendix A:**Grade Levels-Bargaining Unit**

<u>Grade</u>	<u>Position Title</u>
12	Adult Materials Selection Specialist Audio-Visual Materials Selection Specialist Business Specialist Early Literacy Specialist Grants Specialist Integrated Systems Specialist Local History Specialist Materials Selection Specialist Microcomputer Specialist Older Adult Specialist Teen Specialist Training Specialist Web Specialist Youth Materials Selection Specialist
11	Accountant Catalog Librarian Children's Librarian Reference Librarian Teen Librarian
9	Display Artist Promotions Assistant Senior Systems Operator
8	Accounting Clerk III Copy Cataloger II Reference Assistant Systems Operator Training Assistant
7	Community Relations Assistant Copy Cataloger I
6	Library Technical Assistant III
5	Accounting Clerk I Acquisitions Clerk II Clerk II Facilities Maintenance Assistant Library Technical Assistant II Order Clerk II Quality Control Clerk

- 4 Community Relations Clerk/Switchboard Operator
Invoice Clerk
Library Technical Assistant I
Library Technical Assistant I/Driver
Order Clerk I
Supply Clerk
- 3 Audio-Visual Materials Inspector
Catalog Clerk I
Shipping and Receiving Clerk
- 2 Custodian I
Processor

Appendix B

**Dayton Metro Library
Bargaining Unit Pay Ranges
July 1, 2012**

Grade	Minimum	Maximum
1	\$11.22	\$15.53
2	\$11.56	\$15.96
3	\$11.91	\$16.52
4	\$12.34	\$17.11
5	\$12.89	\$17.82
6	\$13.45	\$18.62
7	\$14.13	\$19.58
8	\$14.90	\$20.62
9	\$15.76	\$21.83
10	\$16.76	\$23.16
11	\$17.90	\$24.76
12	\$19.24	\$26.64

MLS Offset - \$2.18

Appendix C

**Dayton Metro Library
Bargaining Unit Pay Ranges
January 1, 2013**

Grade	Minimum	Maximum
1	\$11.39	\$15.76
2	\$11.73	\$16.20
3	\$12.09	\$16.76
4	\$12.52	\$17.37
5	\$13.09	\$18.09
6	\$13.65	\$18.90
7	\$14.35	\$19.88
8	\$15.13	\$20.92
9	\$16.00	\$22.16
10	\$17.01	\$23.50
11	\$18.17	\$25.13
12	\$19.52	\$27.04

MLS Offset - \$2.21

Appendix D

**Dayton Metro Library
Bargaining Unit Pay Ranges
July 1, 2013**

Grade	Minimum	Maximum
1	\$11.56	\$16.00
2	\$11.91	\$16.44
3	\$12.27	\$17.02
4	\$12.71	\$17.63
5	\$13.28	\$18.36
6	\$13.86	\$19.18
7	\$14.56	\$20.17
8	\$15.35	\$21.24
9	\$16.24	\$22.49
10	\$17.26	\$23.86
11	\$18.44	\$25.51
12	\$19.82	\$27.44

MLS Offset - \$2.25

Appendix E

**Dayton Metro Library
Bargaining Unit Pay Ranges
January 1, 2014**

Grade	Minimum	Maximum
1	\$11.73	\$16.24
2	\$12.09	\$16.69
3	\$12.46	\$17.27
4	\$12.90	\$17.89
5	\$13.48	\$18.63
6	\$14.06	\$19.47
7	\$14.78	\$20.48
8	\$15.58	\$21.56
9	\$16.48	\$22.83
10	\$17.52	\$24.21
11	\$18.72	\$25.89
12	\$20.11	\$27.85

MLS Offset - \$2.28

Appendix F

**Dayton Metro Library
Bargaining Unit Pay Ranges
July 1, 2014**

Grade	Minimum	Maximum
1	\$11.91	\$16.48
2	\$12.27	\$16.94
3	\$12.65	\$17.53
4	\$13.10	\$18.16
5	\$13.69	\$18.91
6	\$14.27	\$19.76
7	\$15.00	\$20.78
8	\$15.82	\$21.88
9	\$16.73	\$23.17
10	\$17.78	\$24.58
11	\$19.00	\$26.28
12	\$20.42	\$28.27

MLS Offset - \$2.32

Appendix G

**Dayton Metro Library
Bargaining Unit Pay Ranges
January 1, 2015**

Grade	Minimum	Maximum
1	\$12.08	\$16.73
2	\$12.45	\$17.19
3	\$12.84	\$17.79
4	\$13.29	\$18.43
5	\$13.89	\$19.19
6	\$14.49	\$20.06
7	\$15.23	\$21.09
8	\$16.05	\$22.21
9	\$16.98	\$23.52
10	\$18.05	\$24.95
11	\$19.28	\$26.68
12	\$20.72	\$28.69

MLS Offset - \$2.35

Appendix H:

The Board of Trustees of the Dayton Metro Library and Dayton Metro Library Staff Association
Memorandum of Understanding
Reduction In Force

Current Contract Language:

F. Obligations with Respect to Re-Employment.

“For two (2) years after the effective date of a termination, pursuant to this Article’s provisions, the Board shall not replace the employee whose employment has been terminated with a full or part-time employee. An employee terminated under this Article may be re-employed in any vacant position for which she/he possesses the necessary qualifications. In the event of a recall, the three (3) most senior persons, eligible for recall to the vacancy will be notified. One (1) week after written notice of the vacancy is mailed, the position will be awarded to the most senior employee who indicates her/his acceptance of recall. Offers shall be made by registered mail, return receipt requested. Acceptance shall be made in writing. Rejection by the individual of two (2) offers disqualifies her/him from further offers other than her/his original position.”

Clarification:

An employee laid-off under this article may be re-employed in a vacant position for which he/she possesses the necessary qualifications as long as the vacant position is within the same or lower grade as the employee’s last position and the number of working hours is the same or less than those of the employee’s last position.

Current Contract Language:

I. Bumping Rights and Exclusions.

“A position that has been eliminated and is then reinstated shall first be offered to the person who last occupied it regardless of whether she/he is still on staff (having bumped into another position) or is still on RIF.”

Clarification:

When a vacancy exists in a position from which an employee was previously displaced, the employee will be offered the original position (same grade, same job title, same position responsibilities, same location, and same number of hours per week) before others are recalled from lay-off. He/she may choose to return to the previous position, or as an alternative may choose to keep the job he/she bumped into, but waives any further right to the position. Such employees will have reinstatement rights to their former position for a period of two (2) years.