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AGREEMENT BETWEEN

SEIU DISTRICT 1199, WV/KY/OH
THE HEALTH CARE AND SOCIAL
SERVICE UNION, CTW, CLC



AND



JAN. 1, 2017 – DEC. 31, 2019

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AGREEMENT BETWEEN
BOARD OF TRUSTEES, CLEVELAND PUBLIC LIBRARY
AND SEIU DISTRICT 1199, WV/KY/OH, THE HEALTH CARE AND
SOCIAL SERVICE UNION, CTW, CLC

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ARTICLE I: PURPOSE

Section 1: Parties to Agreement. This Agreement is entered into between Cleveland Public Library, hereinafter referred to as the "Library" and Service Employees International Union, District 1199, WV/KY/OH, The Health Care and Social Service Union, CTW, CLC, hereinafter referred to as the "Union," and constitutes a binding agreement between the parties.

Section 2: Intent of Agreement. This Agreement is designed to provide a fair and reasonable method by which the Library employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the Library and the staff.

The parties agree to maintain, encourage and assure the dignity and mutual respect of all staff members at the Library.

The intent and purpose of the Agreement are to establish harmonious and productive relationships between the Library and the staff who are subject hereto; to clarify certain rights, privileges and obligations of the parties together with certain working conditions; and to establish an amicable process of collective bargaining.

ARTICLE II: RECOGNITION

A. Recognition Defined. The Board of Trustees hereby recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit defined below. This recognition shall be for the purpose of bargaining about wages, fringe benefits, hours and terms and conditions of employment.

B. The bargaining unit shall consist of all employees of the Cleveland Public Library employed on a full-time or part-time regular basis, excluding supervisory, managerial, confidential, seasonal, casual employees and pages as defined and described by the State Employment- Relations Board in case number 86-REP-4-0146, as modified by the State Employment Relations Board in case number 01-REP-07-0168 on December 6, 2001, upon the merger of Service Employees International Union District 925 (Ohio) with Service Employees

International Union District 1199. The classifications included in the bargaining unit are listed in Article XI, Section D.5.

ARTICLE IIa: MANAGEMENT RIGHTS

A. The management rights of the Library shall include, but not be limited to:

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 Library, 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, or lay off, transfer, schedule, promote or retain 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 Library as a governmental unit.

B. The exercise of the foregoing rights, and the adoption of reasonable policies, rules and practices in furtherance thereof, shall be limited only by the specific terms of this Agreement and Ohio statutes, including particularly Ohio Revised Code section 4117.08; and then only to the extent such specific terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.

C. The Library will give the SEIU District 1199 Executive Board Member(s) or designee(s) and the District 1199 Administrative Organizer at least forty-eight (48) hours prior notice before discussing departmental issues affecting pay, hours and/or employment conditions with bargaining unit employees. The notice will be sent by electronic mail with return receipt requested, and will include a description of the issue(s) to be discussed.

In response to the notice, the Union may choose to participate in the discussion and/or request, if necessary, a postponement for a reasonable length of time so it can participate in the meeting. If the Union chooses not to participate and/or does not respond to the notice, the Library may proceed to discuss with the employees the issue(s) about which it gave notice and

the Union will have waived any rights it may have under this Agreement or Section 4117 of the O.R.C. to claim or assert that the Library has dealt directly with bargaining unit employees.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definition. A grievance is a dispute or difference between the Library and the Union, or between the Library and an employee(s), concerning the wages, fringe benefits, hours, and other terms and conditions of employment set forth in this Agreement, the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary actions; and when any such grievances arise, the following procedure shall be observed.

B. Initiation and Steps of Grievance.

1. Pre-Grievance Resolution: The following procedures shall be followed in addressing any potential Step I grievances: An employee shall make a reasonable effort to talk with her/his supervisor for the purpose of resolving the grievance on an informal basis before filing a written grievance. It is the intention of the Library and the Union to ensure that this meeting consists of *meaningful dialogue* and a spirit of *joint problem-solving* focused on resolving the dispute. Whenever possible, this meeting shall take place one-on-one between the employee and his/her immediate supervisor. Employees always retain the right to seek the advice of a Union steward/delegate prior to or after the meeting with their supervisor.

The employee shall use his/her best efforts to notify the supervisor that the meeting is a "pre-grievance" meeting. It must be clear to both the employee and the supervisor that the discussion is part of the "pre-grievance" process and an attempt to resolve the issue. The employee and the supervisor should set up a mutually agreeable time at which to privately discuss the matter. Discussion should be focused on problem-solving and resolving the issue at hand rather than a dispute as to whether or not there has been a contractual violation.

Immediate supervisors are encouraged to resolve the situation at hand without permission or consultation from higher level Administrators. Supervisors may, however, consult with their manager and/or the Human Resources Department if more information is needed or if they are unsure of an appropriate solution(s) or applicable contractual provisions, legal requirements or Library policy.

Neither the Union nor the Library will claim any precedent or contractual violation as a result of such resolution(s).

If the employee and immediate supervisor are unable or unwilling to resolve the situation one-on-one, another meeting may be scheduled in an attempt to resolve the issue. This second meeting may include the employee's Union steward/delegate and the appropriate Administrator

or designee. The purpose of including Union representatives and the Administrator or designee is to include others not personally involved in the situation and to encourage creative solutions that may not have been considered.

The pre-grievance resolution process must happen within nine (9) calendar days of the event giving rise to the potential grievance. In order to encourage resolution prior to filing a written grievance at Step 1, the Library and the Union may mutually agree, in writing, to extend the deadlines described below.

2. Step 1: During the term of this Agreement, Step 1 shall be as follows: an employee shall make a reasonable effort to talk with her/his agency head for the purpose of resolving the grievance on an informal basis before filing a written grievance. An employee shall initiate a written grievance with her/his agency head, with a copy to their Administrator and the Human Resources Director or designee anytime within nine (9) calendar days¹ of the event giving rise to the grievance. The grievant or the Union, as the case may be, shall make a reasonable effort to specify the incident/actions in the grievance including, but not limited to, the date, time, and the incident/action. However, in order to promote a clearer understanding of the issues involved in a grievance, the grievant and/or the Union shall make a reasonable effort to file a grievance within seven (7) calendar days of the event giving rise to the grievance. If the Library needs further information or if clarification is needed, the Library may contact the Union for further clarification within twenty- four (24) hours of receipt of the written grievance. The Union shall respond to such request from the Library within twenty four (24) hours or the expiration of the nine (9) day period from the date of the incident. The agency head must reply in writing to the grievant within seven (7) calendar days of receipt of the written grievance, with a copy to the Human Resources Department, the appropriate Administrator, the Union Delegate(s), the designated SEIU District 1199 Executive Board Member, and a copy to the Union office.

3. Step 2: If the grievance is not resolved with the Step 1 response, the grievant and/or the Union may appeal the grievance to Step 2 within seven (7) calendar days after receipt of the Step 1 response by filing an appeal with the Human Resources Director or designee. The grievant, accompanied at her/his choice by up to two (2) Union representative(s) will meet to discuss the grievance within five (5) calendar days after presentation of the Step 2 appeal with the Human Resources Director or designee. The District 1199 Union Representative shall also have the option of attending the Step 2 meeting. Within nine (9) calendar days after the meeting at Step 2 the Human Resources Director shall render a written

¹ "Days" throughout this Agreement shall refer to calendar days, unless otherwise specified.

response to the grievant with copies to the appropriate Administrator, the Union Delegate(s), the designated SEIU District 1199 Executive Board Member and Union office.

4. Step 3: If the grievance is not resolved with the written response at Step 2, the Union may initiate arbitration by filing written notices of such decision with the Deputy Director or other designated Administrator, with a copy to the Human Resources Director, within thirty (30) calendar days from receipt of the Step 2 response.

C. Mediation. The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service (FMCS) within the thirty (30) calendar day period at Step 3, prior to written notification by the Union to the Deputy Director or other designated Administrator and the American Arbitration Association (AAA) or FMCS of the Union's intent to arbitrate. Such an agreement among the parties will be confirmed in writing. If mediation is utilized the Union need not request a panel of arbitrators until twenty-one (21) calendar days after the conclusion of the mediation.

1. Mediation will be pursued and conducted in accordance with the Rules of the FMCS in effect on the date that the request for mediation was sent or through a non-FMCS mediator mutually appointed by the parties.

2. Any party may end mediation at any time after participation in the mediation process by giving written notice to the mediator and to the other party or parties. The mediator may withdraw at any time by giving written notice to the parties.

3. The fees and expenses of mediation, if any, will be borne equally by the Library and the Union.

D. Arbitration. The Union shall notify the Library of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, AAA or FMCS shall submit up to three panels of nine arbitrators to each party. The arbitrators will be chosen and the matter shall proceed in accordance with the AAA or FMCS then applicable rules and regulations, except that either party shall have the right to reject one panel in its entirety. If the Union does not notify AAA or FMCS of its intent to appeal the grievance to arbitration within seven (7) calendar days of the Step 3 notification to the Deputy Director or other designated Administrator, the Library may notify AAA or FMCS. The fees and expenses of the arbitrators shall be borne by the losing party; provided however, such fees and expenses shall be borne equally by the parties in arbitrations involving individual grievances, including but not limited to discipline, discharge, and bidding.

In the event a matter proceeds to arbitration, the arbitrator shall have jurisdiction only over the matter submitted. The arbitrator shall have no authority to add to or subtract from or

modify in any way the provisions of this Agreement. The arbitrator is specifically prohibited from making any decisions which are inconsistent with the terms of Agreement or contrary to law.

E. Final and Binding. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Library and the Union and/or between the Library and an employee(s) and by invoking this procedure the Union and the Library waive the right to litigate or resolve such grievances in any other forum or by any other procedure. All decisions of arbitrators and all pre-arbitration grievance settlements reached by the Union and the Library shall be final and binding on the Library, the Union, and the employees.

F. Submission and Processing of Grievances. Any grievance which the Library may have against the Union concerning an alleged violation of the terms of this Agreement by the Union, may be presented in writing by the Human Resources Director to the SEIU District 1199 Executive Board Member(s) with a copy to the District 1199 Ohio Public Sector Administrator within nine (9) calendar days of the event giving rise to the grievance. The SEIU District 1199 Executive Board Member(s) shall respond within nine (9) calendar days of receipt of the grievance. If the grievance is not resolved at this step, the Library may notify the Union President and District 1199 Ohio Public Sector Administrator of its intent to appeal the grievance to arbitration in accordance with paragraphs D and E of this Article. The status quo with regards to the events giving rise to the grievance shall be maintained until the grievance is settled or an arbitrator makes a determination.

G. Discharge.

1. The Union recognizes the Library's right to discharge for just cause. In discharge cases, all claims for back pay shall be limited to the amount agreed upon by the parties or ordered by the arbitrator, less any unemployment or other compensation that the employee may have received from gainful employment attained during the period of back pay.

2. For employees who face pending discharge, the Library shall provide reasonable written notice to the employee and to the Union of the charges and of a formal hearing before the Director (or his/her designee). At this hearing the employee shall have the right to Union representation. The ruling which results from the hearing shall be in writing, with a copy to the SEIU District 1199 Executive Board Member(s).

3. A grievance with respect to discharge of an employee shall be filed within three (3) calendar days of receipt of the Library's notice to the employee and the Union President and shall begin at Step 2. If the grievant or Union is not satisfied with the written response at Step 2, the Union may initiate arbitration as provided in Step 3 within twelve (12) calendar days of receipt of such written response.

4. Both parties agree to expedite the handling of discharge cases, and when such cases are processed to arbitration, the parties will jointly urge the arbitrator to issue a decision within thirty (30) calendar days from the conclusion of a hearing.

H. General Conditions.

1. Any grievance in Step 1 and 2 which is not answered in a timely manner may be automatically appealed to the next Step.

2. In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the Union may cease processing the grievance, in which event the grievant may continue the procedure without Union assistance and at the grievant' s own cost.

3. The Union shall be entitled to receipt of copies of all notice and written dispositions pertaining to a grievance.

4. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

5. If a grievance affects a group of members of the bargaining unit from more than one branch or agency, or if it arises from the actions of an authority higher than the grievant' s immediate supervisor, it may initially be submitted at Step 2, provided the grievance sufficiently identifies the affected employees by name, classification, or otherwise.

6. The time limits set forth in this grievance procedure may be extended by mutual agreement of the grievant, Union representative and Library representatives. Such extensions will be confirmed in writing.

7. This grievance procedure shall not limit the right of any employees to present a grievance and have it adjusted without intervention of the Union as required by Ohio Revised Code Section 4117.03(A)(5), as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union shall have notice of and the opportunity to have a representative present as an observer at the final adjustment proceeding.

8. The parties will accept same day facsimiles to meet any deadline herein specified.

9. "Receipt" as referenced in this Article means three (3) calendar days from the date sent via Library internal mail, or four (4) calendar days via U.S. regular mail.

ARTICLE IV: UNION AND EMPLOYEE RIGHTS

A. Personnel Files. The Human Resources Department shall maintain up to date files on all employees of the Library, and the originals or copies of forms, requests, correspondence, and other materials relating to employees shall be included in their files.

1. Employees have the right, and shall be encouraged, to add complimentary materials to their files at any time, and the receipt of such materials shall be acknowledged by the Human Resources Department.

2. Each employee shall have the right to inspect her/his personnel file at any reasonable time in the presence of the Human Resources Director or his/her designee in accordance with Section 1347 of the Ohio Revised Code.

3. Upon the request of the employee, the Library shall furnish the employee with copies of any materials in her/his personnel file with the exception of form letters of recommendation solicited by initial employment. The Library will provide a copy of the performance evaluation upon request by the employee at the time such evaluation is administered.

4. Written reprimands will not be considered for purposes of discipline one (1) year after entry or for promotional opportunities two (2) years after entry, if no written reprimands have been served since that incident.

The Library may issue written counseling memos to employees in its discretion to bring issues to the attention of the employee; however, counseling memos are not considered written reprimands or disciplinary actions. Employees must sign counseling memo(s) when presented. However, the employee's signature does not indicate agreement with the memo or its content. The employee's signature indicates only that the employee has been presented with a copy of the memo and is aware of its content. Counseling memos will be filed in a separate jacket in the employee's personnel file.

When personnel files are requested by managers to review for the purpose of job bidding, the files will be reviewed by Human Resources and outdated disciplinary actions (as described in paragraph 4 above) and any counseling memos that remain in the regular personnel file will be placed in the separate jacket. The jacket will be removed while the file is being reviewed for job bidding purposes only and will not be provided to the hiring manager for job bidding purposes. Upon completion of the file review for job bidding purposes, outdated disciplinary actions will be returned to the employee's regular personnel file. Counseling memos will remain in the separate jacket in the employee's personnel file.

5. If anyone, other than the employee, supervisor, Human Resources Department or other member of management, inspects or copies the employee's personnel file, the Human Resources Director or his/her designee shall notify the employee within a reasonable period of time.

B. Release Time. Except as otherwise provided in this Article IV for release time, the internal business of the Union shall be conducted during the non-duty hours of the employees involved, and Union business shall not be conducted in public service areas or on telephones in public service areas, or on telephones normally used for conducting Library business, except in branches where telephones in non-public service areas may not be available.

1. Employees serving on the Union's Chapter Leadership Council are allowed up to a total aggregate number of paid hours which does not exceed forty four (44) non-cumulative hours each month; provided that not more than two (2) employees using release time at the same time shall be assigned to the same branch or department. Such release time may be used for meetings, union training and other purposes pursuant to the contract. Members of the Chapter Leadership Council shall provide to the applicable agency or department head, written notice at least ten (10) days in advance of the proposed usage of paid release time. Such notice shall include the date and time for which release time shall be used.

2. SEIU District 1199 Executive Board Member(s) shall be permitted to use up to an aggregate of eight (8) hours per month of paid non-cumulative release time for the conduct of Union business, provided that she/he informs her/his supervisor one (1) week in advance of the proposed usage. The SEIU District 1199 Executive Board Member(s) may receive telephone calls from the staff of the Union for a reasonable period of time during working hours except on telephones in public service areas.

3. Time used for this purpose is to be subtracted from the "regular" hours worked.

4. In negotiation sessions subsequent to the initial collective bargaining agreement between the parties, the Library shall provide up to a total of forty five (45) non-cumulative hours of release time per week for members of the Union Negotiating Committee.

5. Delegates. Delegates shall be allowed to receive telephone calls for a reasonable period of time pertaining to grievances during work hours, except on telephones in public service areas. Delegates in agencies which have only public service telephones may receive telephone calls pertaining to grievances on public service telephones for a reasonable period of time. In addition, delegates shall have reasonable time to investigate and process grievances in non-public areas which cannot be handled during non-working hours, with prior

approval of the delegate's supervisor. The delegate shall inform the supervisor upon her/his return to the workstation. If a delegate abuses any or all of the privileges in this paragraph, such privileges shall be removed with respect to such delegate. Delegates are Union stewards as that term is generally used.

C. Equal Rights. Both the Library and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Both parties will not discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, union participation, sexual orientation, **gender identity**, handicap, disability or status as a Veteran.

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The Library and the Union agree that the provisions of the Americans with Disabilities Act will take priority over the terms of this Agreement, provided, however, that the determination of a reasonable accommodation or undue hardship will be made on a case-by-case basis and will not be deemed a precedent.

D. Sexual Harassment. The parties agree that sexual harassment is an offensive form of discrimination and agree that acts of sexual harassment in violation of federal, state or local law are prohibited.

E. Mail. The Union may use the Library's internal distribution system to distribute its newsletters and to communicate between employees on the Union's Chapter Leadership Council concerning the business of the Union.

F. Board of Trustees Meetings. One SEIU District 1199 Executive Board Member or a designated representative of the Union shall be entitled to attend board meetings on paid Library time. The designated Union representative shall inform his/her respective supervisor five (5) calendar days in advance of his/her leaving work for such meetings. The Library shall provide the designated SEIU District 1199 Executive Board Member, via interoffice mail, one (1) copy of the agenda and materials for all Board of Trustees meetings and Board committee meetings if such materials are not picked up by the SEIU District 1199 Executive Board Member or designee at such meetings.

G. Office and Meeting Rooms. The Library shall provide the Union with office space designated by the Library in the Main Library complex at no charge. The Union may use Main Library or Public Services meeting rooms, including meeting rooms at the Lakeshore facility, during closed hours six (6) times per year at no charge. The Union shall schedule the use of rooms with Outreach and Programming Services for Main Library locations and the Lakeshore

facility, and with the Director of Public Services for branch locations, or their respective designees.

H. Lockers. The Library will continue to provide lockers for employees in the Main Library and branches for their personal belongings.

I. Union Dues and Services Fees.

1. The Library will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt of duly executed authorization cards or notification of electronic individual authorization, (copies of the aforementioned authorization(s) shall be provided to the Employer), the Employer agrees to deduct from the pay of all employees who are members of the Union the established monthly dues, initiation fees, and/or other Union contributions and to remit such deductions to the Union prior to the end of the month for which the deduction was made. *An employee may revoke an authorization for payroll deduction in accordance with the revocation procedure set forth in the authorization signed by the employee.* The Employer will electronically submit, in excel format, to the Union the employer ID number, employee's names, addresses, Social Security Numbers, wage rates, job classification, hours worked during the pay period, date of birth and dates of hire for all current and new employees in the bargaining unit each month. The Employer will electronically submit, in excel format, to the Union each month a list of new hires, terminations, retirees and employees on leave of absence. The Employer shall make deductions on a weekly or bi-weekly period each month. No Employee shall be responsible for initiation fees until he/she has completed his/her thirty (30) day employment period.

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2. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the Library for sixty (60) days or more shall pay a fair share fee not greater than the dues paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

3. All authorized deductions will be made from the employee's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume all responsibility for the disposition of all funds deducted.

4. The Union shall indemnify and hold the Library and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Library for the purpose of complying with any of the

provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

J. COPE/PAC Check off and Charitable Contributions.

1. The Library shall deduct political action fund contributions from the pay checks of those employees who submit a proper voluntary payroll deduction authorization form or notification of electronic individual authorization, (copies of the aforementioned authorization(s) shall be provided to the Employer), the Employer shall submit to the Union monthly the total check-off amount along with a list showing the names and amounts deducted from each employee. This shall be submitted as a separate check to the Union monthly. If an employee wishes to discontinue deduction of PAC they shall reach out to the Union for the process. and/or any voluntary authorized deduction to one federated charitable campaign which may be designated annually by each party respectively, from the pay of members.

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2. The COPE/PAC deduction(s) shall be transmitted to the Union no later than the 15th day following the end of the month in which the deductions are made.

K. Notification.

1. The Library will advise all new employees in the unit that the Union is their collective bargaining representative. The Human Resources Department will also furnish each new employee with a copy of this Agreement.

2. Upon the execution of the Agreement, and by March 1 of each year thereafter the Library will give the Union a list of bargaining unit employees and their job classifications, wage rates and hiring dates.

3. The Library will provide the Union, by the 21st of each month, with a list of all bargaining unit employees who have undergone a change of status during the previous month, their job classifications, and the nature of such status changes (e.g., termination, leave of absence).

4. The Library will provide the Union, on a quarterly basis beginning July 1, a list indicating the current names, identification code and addresses of current bargaining unit employees.

5. The Union will be allotted thirty (30) minutes at each new employee orientation, during which time one (1) union representative may present union orientation for bargaining unit employees on paid library time. The designated Union representative shall inform his/her respective supervisor five (5) calendar days in advance of his/her leaving work for such meetings. The Library shall provide the designated SEIU District 1199 Executive Board Member with a list of upcoming orientation sessions as they are scheduled. Time used

for this purpose is to be subtracted from the "regular" hours worked and recorded under the payroll code that is designated by the Library.

L. Bargaining Unit Work. Volunteers and employees who are not in the bargaining unit will not be used to replace bargaining unit positions or used in such a way as to reduce staffing levels.

M. Maintenance of Membership. All bargaining unit employees who are members of the Union shall remain members of the Union unless they give written notice to the SEIU District 1199 Executive Board member(s) and the local Union office (Cleveland), during the period from December 1 through December 31 of any year of this Agreement, of their desire to terminate such membership. At that point, the bargaining unit member shall be subject to the fair share fee set forth in Article IV (1)(2).

N. Unfair Labor Practice Charges. The Union will give written notice by electronic mail with return receipt requested to the Deputy Director or other designated Administrator or, in the event he/she is not available, the Human Resources Director before filing an Unfair Labor Practice Charge. Unless impractical, such notice shall be given at least forty-eight (48) hours in advance of such filing.

ARTICLE V: HOURS OF WORK

A. The Work Week. The work week for full-time employees shall be a regular schedule of thirty seven and one half (37.5) hours. [The work week for part-time employees are covered by a Tentative Agreement, that incorporate the terms of 2016 Memorandum of Understanding to increase to 28-hour regular schedule for part time employees and grandfather clause for employees at 20-24 hours who declined option to increase to 28-hour schedule.](#)

For all timekeeping purposes, fifteen (15) minutes shall be the minimum timekeeping increment. For timekeeping purposes, the workweek for all employees shall begin on Sunday at 4:00 a.m. and end on the following Sunday at 3:59 a.m.

1. Tardiness/Leaving Early. Employees are deemed to be on-time for their scheduled shifts if they are at their work area ready to work at their scheduled start time. If an employee is not at his/her work area ready to work at his/her scheduled start time, that employee is deemed to be tardy. Employees are, further, expected to remain at their work area ready to work until the scheduled end of their shift.

Approved emergency leave in accordance with Article XIII of this Agreement shall not be counted as an incidence of tardiness.

2. Progressive Discipline for Tardiness and/or Leaving Early starts after six (6) instances of tardiness and/or leaving prior to the end of the employee's scheduled shift within a rolling six (6) month period. Such discipline shall progress as follows:

- a. A violation shall consist of an instance of tardiness or leaving prior to the end of the employee's scheduled shift.
- b. After three (3) violations within a rolling six (6) month period, an employee will receive a counseling memo.
- c. After six (6) violations within a rolling six (6) month period, the employee will be presented with a written first warning.
- d. Another violation will result in a second written warning.
- e. Another violation will result in a suspension of two (2) days.
- f. Another violation will result in termination.
- g. After an employee completes one (1) year without disciplinary action for tardiness, that employee's record for tardiness shall return to "zero."

3. Provisions for Docking Employees for Tardiness/Leaving Early.

- a. Employees who are late/leave early by eight (8) minutes or more will be docked for a minimum of fifteen (15) minutes in fifteen (15) minute increments.
- b. Employees who are late/leave early up to and including seven (7) minutes will not be docked. However, such instances of tardiness/leaving early shall be counted as violations as outlined above.

4. Work Past Scheduled End-of-Shift. Employees required to work after the end of their scheduled shift shall be paid for the additional time after working seven (7) minutes or more past the end of their shift. Time shall be paid in fifteen (15) minute increments.

B. Scheduling.

1. Staff may combine their paid evening fifteen (15) minute break with their paid thirty (30) minute supper for a total of forty-five (45) minutes.
2. Public service employees who are scheduled to open or close a Public Services agency may be scheduled to begin their shifts thirty (30) minutes before and/or end their shifts fifteen (15) minutes after public time.
3. Public service employees required to prepare programs or exhibits for the public or for other staff members at the request of the Library shall be given reasonable time off the floor to prepare the program or exhibit.
4. No employee in the bargaining unit will be required to function as "in charge" of the Main Library.

5. No employee shall be involuntarily scheduled to interrupt an approved vacation because of weekend hours. For purposes of this provision, weekend hours are Saturday and Sunday hours. An employee may decline without prejudice to interrupt a vacation schedule to cover a weekend schedule.

6. No employee shall be scheduled to work as the sole public service employee in a branch or subject department. For purposes of this section only, pages are considered public service employees. For purposes of this section only, custodians in branches are considered public service employees and shall perform their regular duties in the public service area of the branch the first half hour the branch is open, and such other times as designated by the Library.

7. Computer Networking Technicians shall be assigned to work a Tuesday through Saturday shift on a rotating basis. Such rotation shall include all employees classified as Computer Networking Technicians. An employee who works the Tuesday through Saturday shift will work that employee's normally scheduled shift time for those days. If the employee normally works an evening shift, that employee will work evenings Tuesday through Friday and the day on Saturday for a Tuesday through Saturday rotation.

8. Carpenters shall be assigned to work the following shifts on a rotating basis:

Monday - Friday 7:30 a.m. - 3:30 p.m.
 9:00 a.m. - 5:00 p.m.

C. Relief and Meal Periods

1. Employees scheduled to work seven and one half (7.5) hours in a workday, which is completed before or by 6 p.m., shall be granted a thirty (30) minute or sixty (60) minute unpaid meal as scheduled by the Library during the workday.

2. ~~Effective January 2, 2011, all staff members are entitled to a paid supper period of thirty (30) minutes if they work a seven and one-half (7.5) hour day and are scheduled to work until 7:00 p.m.~~

No employee shall be scheduled or required to work a split shift.

3. Two fifteen (15) minute relief periods are allowed to full-time employees during each seven and one half (7.5) working day. One shall be taken in the morning and the other in the afternoon, or one in the afternoon and one in the evening. Part-time regular employees are entitled to one fifteen (15) minute relief period for every three (3) hours they work during any given day.

There will be no additional fifteen (15) minute evening relief period if that relief period is combined with the paid supper period as provided in Section V.C.2 above.

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Relief periods may not be used at the beginning or end of a workday to shorten the day. Relief periods may not be used to extend dinner or lunch hour periods, except as provided in Section V.C.2 above. Relief periods are not cumulative. No employee shall leave the Library premises during relief periods, except in an emergency.

4. Engineers and maintenance employees scheduled for work in Main Library on days when the Library is closed are allowed a lunch period of one half (1/2) hour with pay. For security reasons, leaving the building during this period is prohibited.

D. Overtime and Premium Compensation.

1. Except as noted elsewhere in this Agreement, employees shall be paid one and one half (1.5) times their applicable rate of pay for all hours worked in excess of thirty seven and one half (37.5) hours in any work week.

a. Paid holiday hours and paid vacation hours shall be counted as hours worked for the purposes of computing overtime; sick leave shall not count.

b. Notwithstanding the provisions of subparagraph (1) above, the Audio-Visual Equipment Specialist and employees in the Facilities and Automation Services Departments who may be called upon to work on a sixth and/or seventh day in one week shall be paid one and one half (1.5) times their applicable rate of pay for all hours worked on the sixth and/or seventh day.

Commented [BAC8]: Housekeeping: FF has as (2) confirm if should be "(1)".

Commented [BAC9]: Housekeeping: FF only has the word "sixth" confirm if should be "and/or seventh".

2. Compensatory time off may be provided in lieu of overtime payment in cash, at the employee's choice, as follows:

a. The parties acknowledge that an employee's use of scheduled vacation, holiday or compensatory time in a workweek may result in the employee being compensated for, but not actually working, thirty seven and one half (37.5) hours or more in a workweek. In such workweeks, the employee may elect one hour of compensatory time off for each hour over thirty seven and one half (37.5) hours for which the employee is compensated, provided that the hours actually worked by the employee in the workweek do not exceed thirty seven and one half (37.5) hours.

b. Each employee may accrue up to fifteen (15) hours of unused compensatory time, equal to fifteen (15) hours of actual work, under Section D.2.a. above, after the effective date of this Agreement. Employees who have accrued unused compensatory time up to such limit will be paid cash for additional overtime worked until the unused compensatory time balance drops below fifteen (15) hours.

c. The employee's request for use of unused compensatory time is subject to the reasonable operational needs of the Library.

d. If compensatory time is used, the employee will receive his/her regular rate of pay for time off from work. Such hours are not counted as hours worked, for purposes of eligibility of overtime in the week in which such hours are paid.

e. If the Library pays cash for accrued compensatory time, such payment will be at the employee's regular rate of pay at the time of payment.

f. Upon termination of employment, unused compensatory time shall be paid at a rate which is the higher of:

(1) The employee's average regular rate for the last three (3) years of employment; or

(2) The employee's final regular rate of pay.

g. The provisions of Section D.2. are subject to applicable provisions of the Federal Wage and Hour laws and the accompanying regulations.

3. Overtime must be authorized by the employee's supervisor. Approval must be secured in advance except in cases of emergency.

4. Overtime shall be scheduled on a rotating basis for those qualified to do the work beginning with the most senior employee in a department/agency. If an employee who is offered overtime refuses it, the next most senior employee will be offered the overtime, and the procedure will continue through the complete list of employees in that agency. Only when that list has been exhausted will the most senior employee qualified to do the work be eligible for overtime again.

5. Time and one half of the basic hourly rate for a minimum of two (2) hours will be paid when an employee is required by a supervisor to return to work in excess of her/his regular shift or is called out. Employees who are "called out" shall receive no less than one (1) hour notice to report to work. The Library will make every effort to notify employees who are to be "called out" as soon as possible.

6. Employees shall not be required to work more than twelve (12) consecutive hours in any twenty-four (24) hour period subject to an emergency.

7. Any employee required to be on-call throughout a work week shall be paid three (3) hours at straight time. In addition, an employee who is called out shall be paid at the rate of one and one half (1.5) times the applicable rate of pay for time in which the employee is engaged in work related to the Library, in minimum fifteen (15) minute increments.

8. Premium pay is awarded to Custodians I, II and III and Computer Networking Technicians whose work shift commences on or continues after normal Main Library closing time for hours worked after closing and before 7:00 a.m. the following morning. Premium pay is

five percent (5%) of an employee's regular rate of pay, or thirty (30) cents per hour, whichever is higher. Overtime shall be calculated on the premium pay rather than the base pay. Premium pay shall apply to holiday pay and vacation pay and not to sick leave or any other benefits.

9. Computer Networking Technician On-Call Time.

a. Computer Networking Technicians shall be assigned to "on-call time" for a seven (7) calendar day period to provide computer and networking support. Assignments will be made on a rotating basis. Such rotation shall include all employees classified as Computer Networking Technicians.

b. "On-call time" requires the Computer Networking Technicians to respond within one (1) hour of being notified.

c. Computer Networking Technicians shall be compensated for "on-call time" as provided in Article V.D.7. Further, if a Computer Networking Technician handles a series of calls within a fifteen (15) minute period, then the time spent handling these calls shall be accumulated for the purpose of calculating overtime pay.

d. The Library shall provide, install and maintain all equipment and cover all related costs necessary for each Computer Networking Technician to provide "on-call" service from her/his home, as determined by the Library.

e. Computer Networking Technicians shall not seek gainful employment from other libraries that are part of CLEVNET.

10. Employees required to wear uniforms will be permitted up to ten (10) minutes to change out of their uniforms at the end of their scheduled shift.

E. Change of Hours in Branches.

1. Regular branch service hours are the Fall Service Hours in effect as of January 1, 2007 and the Summer Service Hours in effect during the summer of 2006. The Director may change the days and/or hours of service year-round, only on Monday through Thursday between 9:00 a.m. and 8:30 p.m. and Friday and Saturday between 9:00 a.m. and 6:30 p.m. at a branch in accordance with the needs of the Library. In the event of such adjustments to days and/or hours of service at a branch the Library will provide the Union with written notice no later than sixty (60) calendar days in advance of such change. At the Union's request, the Library shall meet with the SEIU District 1199 Executive Board Member(s) prior to implementing such changes to review staffing and other concerns related to the implementation of the adjusted hours.

The Library may make such changes at each branch twice during the life of this Agreement. However, the Library may revert back to the prior hours of service for a branch

whose hours were changed, provided the Library has given the Union written notice of such change no later than sixty (60) calendar days in advance of such changes.

If the branch service model changes in any way including, but not limited to, reducing the number of branches and/or moving to a regional service model, the Library shall provide the Union with a minimum of sixty (60) calendar days' notice. The Library and the SEIU District 1199 Executive Board Member(s) shall meet to discuss implementation and bargain over changes. As a result of the redefinition of service areas, no branch employee's hours shall be reduced but the Library may schedule branch employees [within their District](#).

2. After all assignments of branch employees have been filled, substitutes may be used to cover hours in branches as necessary in accordance with Article XV.C of this Agreement.

3. No branch employee shall be required to work more than one in two Saturdays, except at the employee's request.

4. The workweek for a branch where hours of operation have been compressed to five (5) days may include Saturdays. If the Library decides to open a branch five (5) days a week which would include a Saturday, employees who work at those respective branches will be assigned at either the employees' home branch or to another branch or branches within the employees' assigned neighborhood team. The Library will make its best effort to assign an employee to no more than three (3) branches within an employee's assigned neighborhood team.

5. If the Library decides to close certain branches on Saturdays, employees who work at those respective branches may be assigned to any branch in the system on Saturdays.

6. [The Library will create schedules for bargaining unit employees on a monthly basis with each month's schedule posted and emailed to staff no later than the fifteenth \(15\) day of the previous month, for example the schedule for July in any given year will be posted by June 15th of that year.](#)

[In the event that a schedule shortage is identified after the monthly schedule has been posted \(as described in Section E.6, above\), CPL may assign bargaining unit employees in District Positions as defined in Section F below within the District where the staffing need occurs. Any employee in a District Position who is assigned to another branch in their District after the monthly schedule is posted as described above shall be compensated at their current hourly rate plus an additional \\$1.25 \(one dollar and twenty-five cents\) per hour for all hours assigned at the other branch. Notification of post-schedule assignments to employees in District Positions will be handled in the same manner that substitutes are scheduled. Post-](#)

schedule assignments to employees in District Positions shall be made to meet operational needs and then in order of seniority, beginning with the most senior employee in a District Position in the District, and then the next senior and so on, so that the assignments shall be made by seniority on a rotating basis, exhausting the entire list before making a second assignment to the most senior employee.

F. District Positions in Branches.

1. A District Position shall be defined as any position that may be scheduled at any branch within a single district as described in CPL Regional Branch Districts (Knowledge Office, 12/22/2016), attached as Appendix **G**.

2. A Branch Position shall be defined as any position that may be regularly scheduled only at a single branch except as provided in Section E.1 above.

G. Posting District Positions.

1. The Library may create and/or post vacant positions for a maximum of two (2) full time District Positions per branch, which may include no more than one (1) District Library Assistant and one (1) District Branch Clerk at a given branch.

2. The "home branch" for each District Position shall be the branch at which the position was posted.

3. Each District Position may be scheduled at any branch within the District that includes the employee's home branch, as described in CPL Regional Branch Districts (Knowledge Office, 12/22/2016), attached as Appendix H.

4. Unless a District Employee is assigned to another branch within the District, such employee shall be scheduled at his/her home branch.

5. The Library will not schedule an employee in a District Position to work at more than one (1) location during any single day except when the employee is being paid the hourly premium as provided in Section E.6 above.

6. Bargaining unit employees who are in District Positions shall be included in the vacation bidding list of their home branch as defined in Section F.2, above.

7. The Library may continue to use substitutes to cover unscheduled, last-minute or same-day call-offs or other uncovered assignments for branches as necessary in accordance with Article XV, C of this Agreement.

8. Current branch employees may volunteer for a District Position by making a written request to the Chief of Human Resources & Inclusion Officer or her/his designee and a copy of the request must be provided by the employee to the Union's Executive Board members and Administrative Organizer.

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9. An employee who volunteers for a District Position may rescind their decision and return to their branch position one (1) time during the life of this contract. If that employee later decides to volunteer for a District Position, they may not rescind that decision during the remainder of the life of the contract.

10. No District Positions may be posted at a branch that is already staffed with two (2) District Positions. Employees who volunteer for District Positions will not be counted in the maximum number of District Positions per branch.

11. In the case that an employee who volunteered for a District Position leaves their position for any reason, the vacant position may be posted as a District Position only under the provisions of Section G.10, above.

H. Facilities Department Meetings.

1. The Library shall conduct a joint meeting of the Branch custodians, their Facilities Department supervisors, and the Branch Managers semi-annually. The purpose of such a meeting is to discuss problems and issues and to provide training. Any items concerning health and safety issues that arise from these meetings shall be forwarded to the Joint Health and Safety Committee.

2. The Library shall also conduct a separate joint meeting(s) of all other Facilities Department Staff (including but not limited to Custodians I, II and III on Custodial A and C Shifts, Maintenance Mechanics, Painters, Carpenters, Drivers, Custodian/Inventory Clerks, and Automotive Mechanics and their Facilities Department Supervisors) on an annual basis. The purpose of such a meeting is to discuss problems and issues and to provide training. Any items concerning health and safety issues that arise from these meetings shall be forwarded to the Joint Health and Safety Committee. Both parties acknowledge that the schedules of the Facilities Department Staff may not permit a joint meeting at which all such staff is present at one time.

3. The Library agrees that all such meetings shall be scheduled during regular working hours.

ARTICLE VI: HOLIDAYS AND SPECIAL CLOSINGS

A. Holidays. The Library is closed on the following days observed as legal holidays in Ohio: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. When any of these holidays falls on a Sunday, it is observed on the following Monday.

1. Holidays.

a. All full-time employees shall be paid for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. A part-time regular employee shall be scheduled and paid for a [pro rata share](#) for these holidays as part of his/her normal weekly schedule.

b. When these holidays fall on a Saturday, full-time employees in departments or agencies regularly closed on Saturday will be entitled to take another day off during the pay period.

c. If a holiday occurs during a vacation, funeral leave or attendance at a professional meeting, or during a leave of absence or sick leave allowance not exceeding eighteen (18) days, it shall not be charged against the time allowed for these absences.

2. When the Audio-Visual Equipment Specialist or an employee of the Buildings Department or Automation Services works on a holiday when the Library is closed, he/she shall be paid overtime at the rate of time and a half (1.5) for the hours worked, and shall receive compensatory time at straight time for the hours worked. Such compensatory time shall be scheduled with the approval of the supervisor.

3. Employees who volunteer to work and are scheduled to work at a special event held on a holiday when the Library is normally closed shall be paid at the rate of time and a half (1.5) for the hours worked, and shall receive compensatory time at straight time for the hours worked. Such compensatory time shall be scheduled with the approval of the supervisor.

B. Special Closing. In the event it may be necessary to close the Library for all or part of a regular working day, employees will be paid for the hours they would have worked had the Library been (or remained) open.

1. When the Library is closed by proclamation of the Board of Trustees, Mayor, Governor or President, all employees will be credited with the hours they would have worked.

Employees not scheduled to work and those away on sick leave, vacation or other authorized leave are not affected unless the closing is proclaimed a holiday.

2. When the Library opens, but then must be closed by reason of an emergency declared by the Director, employees on duty at the time of closing and those scheduled to work later in the day, will be excused and paid for the number of hours for which they were scheduled to work. Employees required to work after an emergency closing has been ordered will have their time recorded and paid at the rate of one and a half (1.5) times.

3. When the Library is to be closed for an entire day because of an emergency, the Library will provide notice to local news media to advise employees not to report to work.

Any employee required to work on such a day will be paid one and one half (1.5) times for the hours worked.

4. The Library will be closed December 24th, which is considered a special closing, not a holiday. When December 24th falls on a weekday, the work schedule for that week will be three (3) days. When December 24th falls on a Saturday, the work schedule will be four (4) days. When December 24th falls on a Sunday, no compensatory time will be allowed.

ARTICLE VII: VACATIONS

A. Vacation time for full-time employees (and for part-time regular employees on a prorated basis) accumulates from the first day of employment. The pro-ration of vacation for each part-time regular employee shall be based on his/her compensated hours excluding overtime. No vacation may be taken during the first six months of employment.

The Library shall post guidelines on the vacation bidding process on the Staff Center and train supervisors on how to implement and maintain the vacation bidding list for their department or agency.

1. Employees are entitled to take accumulated vacation at any time during the year with the approval of the agency head. Vacation time may not be taken until it is earned. The Library may not refuse to allow an employee to take her/his annual accumulated vacation within a given year. In order to facilitate vacation scheduling, the Library may use substitutes in the agencies to cover vacations.

2. a. On March 15, July 15, and November 15 of each year, each supervisor shall post a schedule for purposes of vacation bidding for the four (4) month period beginning May 1, September 1 and January 1 respectively for each agency; except that branch custodians will be deemed to be within the Facilities Department for purposes of this paragraph. The schedule shall remain posted for two (2) weeks during which time each employee may submit her/his bids for vacation time, which bids shall be subject to scheduling needs of the Library. The Library will provide an electronic vacation request form on the Staff Center and the Employee Self Service (ESS). Employees must use the electronic forms and submit them electronically to their supervisors to request vacation during the bidding periods or at other times throughout the year.

b. Vacation bidding is based on seniority and rotation. Supervisors shall be responsible for tracking the rotation for their agency. Bids shall be granted on the basis of a vacation list, which shall consist of a group of employees who cannot be on vacation

concurrently. Each list shall begin with the employee next in seniority after the employee at the top of the previous list, and the most senior employee on the list shall drop to the bottom of the list. For Branch Custodians, there shall be separate East and West side lists as defined by the Public Services model. The employee at the top of the list shall have the right to select his/her vacation day or days, regardless of conflict. In each successive bid period, the highest employee on the list shall drop to the bottom of that list, and the employee next in seniority shall move to the top and shall have the right to select his/her vacation day or days, regardless of conflict. The entire seniority list shall be exhausted before going back to the most senior employee.

New employees shall be inserted into their respective agency's vacation list by seniority date after six (6) months of employment with the Library, and are eligible for vacation bidding in that period when the six (6) months of employment are completed. An employee changing a department or agency shall be inserted into his/her new agency's vacation list by seniority date.

For purposes of this Article, seniority shall mean Library-wide seniority.

Finally, if an employee fails to submit a bid during the posted period, that employee will lose seniority rights with respect to her/his bid compared to those bids that have been granted under the bid system. Cancellation of approved scheduled vacations shall be granted if an employee has submitted such request to the employee's supervisor in writing at least thirty (30) calendar days prior to the scheduled vacation. If an employee wishes to change his/her vacation from that granted under the bid system with less than thirty (30) calendar days' notice, such changes in her/his vacation schedules may be made at the discretion of the Library consistent with the operational needs of the Library.

c. For purposes of this section, if a branch employee fails to submit bids during the posted period for all of his/her accrued vacation time, the branch employee may submit written vacation requests to her/his Branch Manager, to utilize all or any of the balance of accrued but unscheduled vacation time. The Branch Manager shall submit all employee vacation requests to their Administrator, who shall have sole discretion to determine whether such request meets the operational and staffing needs of the Library.

If the employee's vacation request is denied, the branch employee may switch days off during the same workweek with an employee located at another branch, provided that such request shall be submitted at least two (2) weeks in advance of the workweek in which the branch employee intends to use the vacation time and that the switch is approved by the Branch Manager of the initiating employee and by their Administrator.

If two (2) employees from different branches agree to switch days, the branch employee originating the switch request must complete and submit to their Administrator a switch request form, which will be available on the Staff Center. The switch request form must be electronically signed by both employees and Branch Managers before being submitted electronically to their Administrator.

The Administrator will approve or deny the switch request and email notice of the approval or denial to each of the branch employees and the Branch Managers. Switch requests will be denied if the switch would result in the presence of less than two (2) home branch employees at the branch or if the switch request would result in one branch employee working overtime, or if the switch request would not meet the operational needs of the Library.

d. If there is a pattern of an excessive number of vacation days that are not available to a member or members of the bargaining unit, the selection of vacation relating to such days may be presented in writing to the Human Resources Director or designee for review. The Human Resources Director or designee will respond in writing within fourteen (14) calendar days of the submitted request for review, which may include granting the vacation under the review. Such review shall not be subject to the grievance-arbitration procedure under this Agreement.

3. Up to one hundred and fifty percent (150%) of the annual accumulation of vacation time may be carried forward from one year to the next. Vacation accruals shall be processed in the pay period including the calendar year end date (12/31). Any time in excess will be lost.

In extraordinary circumstances, employees may request that excess vacation time be carried forward, and if the agency head concurs, the Director or his/her designee may grant the request.

4. The amount of vacation time as of the previous pay period will appear on the stub of the employee's paycheck as it accrues.

B. Annual vacation allowances are granted to all full-time employees as follows.

1. Part-time regular employees shall earn pro-rated vacation time.
2. After the equivalent of twenty five (25) consecutive years of service each employee will receive twenty five (25) working days (5 weeks) vacation time annually.
3. All employees' annual vacation time shall be calculated per hour compensated, exclusive of overtime, as enumerated below. Annual vacation allowances are calculated on no more than twenty-six (26) pay periods per year.

Professional Librarians

22 days (165 hours) per year = 0.0846 hours earned per hour compensated

All Other Employees

Length of Service:	
up to 3 years:	10 days (75 hours) per year = 0.0385 hours earned per hour compensated
3 to 5 years:	15 days (112.5 hours) per year = 0.0577 hours earned per hour compensated
5 years or more:	22 days (165 hours) per year = 0.0846 hours earned per hour compensated
25 years or more of consecutive service:	25 days (187.5 hours) per year = 0.0962 hours earned per hour compensated

4. Employees with previous public service in the State of Ohio shall be credited with vacation time earned and not paid in other positions in determining vacation allowances, up to but not exceeding the maximum number of hours allowed to Library employees.

5. Employees may combine vacations with regular holidays with the prior approval of the agency head.

C. Issues or disputes regarding the vacation bidding process shall be submitted to and addressed by the Labor Management Committee. The Labor Management Committee shall review the new vacation bidding process during the first year of the contract and make recommendations for improvements; however, electronic vacation bidding shall remain in place for the remainder of the contract.

ARTICLE VIIa: EDUCATION AND ADVANCEMENT

A. The Library shall make every reasonable effort to meet personnel needs by way of internal promotion and career development prior to recruiting from outside the bargaining unit. The career development system shall enable employees to increase knowledge and skill, and endeavor to advance career goals and professional status.

B. The Library agrees that whenever technological change requires new knowledge or skill on the part of employees, such employees shall be given the opportunity to acquire the necessary knowledge and skills to perform the new duties competently.

1. Computer Aides

a. The Library shall determine the content of a skills assessment for Computer Aides and shall contract with a third party provider to conduct the skills assessment.

b. The Library shall determine the frequency of conducting skills assessments of Computer Aides; however, each Computer Aide shall not be assessed more frequently than once every three years.

c. Prior to implementation of the first system-wide assessment of Computer Aides, the Labor Management Committee shall design and the Human Resources Department shall implement a remediation process for any Computer Aide who fails to pass the skills assessment.

C. Employees may submit a written request to the Human Resources Director for job-related training that has been denied at the department or branch level. The Human Resources Director shall respond in writing to such requests within seven (7) calendar days of the submitted request.

D. The Library shall make every reasonable effort to promote employees who have furthered their education. Thus, employees with the requisite education in conjunction with past job performance shall be considered for promotional vacancies, subject to Article X.

1. Recognition for Achieving One half (½) MLS or MLIS Degree: An employee in any classification, upon completing half of the required credit hours for a Masters of Library Science degree and providing to the Human Resources Department written proof of credits earned, shall be advanced to the next step in his/her pay grade, if available, and shall receive the rate of pay commensurate with that step. This will not affect the employee's anniversary date for the purposes of any future step increases.

E. On-The-Job-Training. The Library shall train all new hires and promoted employees during the probationary period and 60-day trial period respectively; provided, however, the Library reserves the right to evaluate such employees as provided in Article VIIb.

ARTICLE VIIIb: EVALUATIONS

Supervisors will evaluate employees during and at the end of the probationary and trial periods, on an annual basis, and at any other times at the discretion of the Library. The purposes of the evaluations are to inform the employee of his/her strengths and/or of any areas needing improvement and/or development, to provide the employee with additional instruction on the improvement and/or development needed and to allow the employee to ask questions or make suggestions regarding the work of the agency. However, if problem(s) do exist, supervisors shall discuss them with an employee as they arise and not wait until the evaluation time so that the employee may attempt to correct the problem(s) before the evaluation. Employees are required to sign the evaluation form. The employee's signature does not

indicate agreement; it indicates only that the employee is aware of the contents. An employee may appeal his/her evaluation to the Administrative Head, then to the Human Resources Director or his/her designee, and then to the Deputy Director/COO or his/her designee. After the appeal to the Deputy Director/COO is exhausted, the evaluation stands as determined by the Deputy Director/COO; thereafter the evaluation is not subject to the grievance procedure.

The Library will review any proposed changes to the evaluation form(s) and process with SEIU leadership and seek input at least twenty-one (21) calendar days prior to the finalization of changes to the process and evaluation form(s).

ARTICLE VIII: JOB TITLES AND CHANGES

A. Position Descriptions. There will be accurate position descriptions for all positions in the bargaining unit. Position descriptions are posted on the Staff Center. Any new and/or reclassified position descriptions will be provided to the Union by the Library and posted on the Staff Center when finalized. Each employee, upon request, shall be provided an accurate copy of her/his position description. The accuracy of such position descriptions shall not be subject to the grievance procedure.

If 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.

B. Reclassification Procedure. A joint reclassification committee consisting of two (2) members appointed by the Library and two (2) members appointed by the Union shall be established to review and make recommendations on reclassification requests.

1. If an employee has facts which indicate that the job content of her/his position has materially changed and may be improperly assigned, she/he may request the Reclassification Committee to review the description of the position and its assigned classification. Such request shall be submitted in writing and shall contain a statement of justification. At her/his option, the requesting employee will have an opportunity to meet in person with the Reclassification Committee to present her/his statement of justification.

2. The Committee shall consider and may investigate each request submitted to it within forty five (45) days; the investigation may include a meeting of the Committee with the employee making the request and her/his supervisor, and may include any other employee of the Library with knowledge about the position in question.

3. If it is determined by the Reclassification Committee that the duties and responsibilities of said position(s) do not properly fall within its current classification, then the

Reclassification Committee may recommend to the Director of the Library that the position(s) shall be assigned to an existing class or recommend to the Director of the Library that a new position class should be established. The Director of the Library shall make the final determination on the assignment and/or allocation of position as well as the establishment of new position classes.

If the Reclassification Committee determines that the position is classified properly, the employee may request a meeting with the Reclassification Committee, at which time the Committee will explain its findings to the employee.

4. The Committee shall use the Position Classification Plan developed by The Hay Group in 2006 or a successor plan to make its determination.

C. New Position Classes. Whenever possible, the Library shall assign work performed to position classes already in existence. Whenever the Library does create a new position class, it shall immediately notify the Union in writing and shall include a position description.

The Library and the Union shall meet and discuss the inclusion or exclusion of such position classes within the bargaining unit and the appropriate wage rate thereof. In the event the Library and the Union are unable to reach agreement on the issue, the Library shall establish a temporary wage rate and position class and will promptly notify the Union in writing.

Thereafter, the Library or the Union may invoke proceedings with SERB as the exclusive method of resolving the issue of inclusion or exclusion of a new position class in the bargaining unit. Such a unit clarification petition to SERB shall be limited to the new position class only. If SERB determines such new position class to be included in the bargaining unit, and the parties do not reach agreement on a wage rate, either party may take the matter to arbitration. The arbitrator shall have authority to establish a new wage rate.

ARTICLE IX: SENIORITY

A. Seniority will be measured by an employee's length of service in the bargaining unit, beginning with the date of hire in the bargaining unit. Part-time regular employees will be deemed to have seniority on a prorated basis compared to full-time employees. Compensated hours excluding overtime will accumulate toward seniority.

The seniority date of all employees shall be converted to seniority calculated by hours compensated as soon as practicable after the implementation of an integrated pay & benefits management software system.

Seniority shall be calculated according to hours compensated, exclusive of overtime and Sunday hours. Nineteen hundred and fifty (1,950) hours shall equal one (1) "year" of seniority.

B. Seniority shall be broken when an employee:

1. Resigns or quits and one (1) full year has passed;
2. Is discharged for just cause;
3. Is laid off for a period which exceeds the lesser of length of seniority or one

(1) year;

4. Is absent without notice for three (3) consecutive work days;
5. Fails to report for work when recalled from layoff within three (3) work days

from the date on which the Library delivers the employee notice as provided in Article XI, I.

For purposes of this subparagraph B., "work days" will be defined as the days of work on which the employee is regularly scheduled, with the exception of Sundays.

C. Probationary Period. All persons newly appointed to a bargaining unit position shall serve a probationary period of up to six (6) months. During this probationary period, an employee may be dismissed at the Library's sole discretion without any provision of this Agreement applying, and such dismissal shall not be subject to the grievance procedure set forth in this Agreement. During their six-month probationary period, newly hired bargaining unit employees are prohibited from bidding for any positions. Full-time and part-time regular status is granted upon successful completion of the probation.

D. Time spent in non-bargaining unit positions shall not be counted for layoff seniority purposes. An employee who leaves the bargaining unit for an excluded position shall, upon return to a bargaining unit position, be credited with the level of bargaining unit seniority attained through the date that she/he left the bargaining unit for an excluded position, and she/he will not accrue seniority for purposes of benefits other than O.P.E.R.S. during a period of service in a non-bargaining unit position except when an employee is filling a temporary position at the request of the Library.

E. An employee who resigns and is rehired not more than one year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

F. If two or more employees have the same amount of seniority, then seniority shall be determined by: (a) the date the employee begins working, or, in the alternative, (b) the highest numerical equivalent of the month and day of the employees' respective dates of birth.

ARTICLE X: POSITION CHANGES AND POSTING

A. Position Posting. When a position vacancy occurs or a new position is created, and the Library desires to fill that position the Library shall place a notice of the position vacancy on

the Staff Center (with a link to the application process) and as an Announcement in the Employee Self Service (ESS) page, which notice shall remain for seven (7) calendar days. (A position vacancy includes temporary and full-time and part-time regular positions.) Notice of openings shall not appear in the Staff Newsletter; however, the Library will send a courtesy email to staff members to remind them to check ESS when jobs are posted.

1. The notice shall contain the job title, grade, salary, department, shift, interview period and closing date of the position posting. Employees may obtain copies of position descriptions, including qualifications, on the Staff Center.

2. Applications must be submitted electronically; paper applications will not be accepted or considered. Applications that are submitted electronically prior to the end of seven (7) calendar days of the posting of the notice will be reviewed in determining whether an applicant is qualified.

3. The Library will email qualified applicants notices regarding scheduling of interviews and whether or not they are selected for the position.

4. The Library will send email notice to the candidates who are deemed not qualified for the position upon determination of lack of qualification.

5. The Library will complete the selection process within forty five (45) days of the last day of the electronic posting, to the extent possible and practicable. The Library will notify applicants in cases when this timeline will not be met, to the extent possible and practicable.

6. The Library will post a notice on the Staff Center of the name of the employee awarded the position, once the position has been filled.

B. Position Bidding. Bargaining unit position vacancies and new positions shall be awarded on the basis of qualifications.

1. "Qualified" shall be defined as possessing the prerequisite skills and abilities as contained in the job description to satisfactorily perform the required work. In connection with skill and ability, the position description may include academic qualifications, education, experience in the Library, experience in a comparable Library system and related experience. [Seniority, as provided in Article IX.A, shall be recognized by an employee's seniority score that shall be calculated and added to an applicant's final interview score as follows: a ½ point for each full year of service per one hundred \(100\) point scale.](#)

2. If a bargaining unit employee applies for a posted position and is qualified, the bargaining unit employee shall be awarded the position over outside applicants. If more than one non-professional bargaining unit employee applies for a posted position and if their

qualifications are relatively equal, then the employee with the most seniority shall be awarded the position. If more than one professional bargaining unit employee applies for a posted professional position, the most qualified employee as defined in Article X.B.1, shall be awarded the position, with consideration given to seniority at the discretion of the Library.

C. An employee awarded a position under these provisions shall be allowed a trial period of up to sixty (60) days, beginning with the first day in the position.

During the 60-day trial period, the employee shall be provided training and orientation to the position as deemed appropriate by the Library. Such training shall be provided primarily by the employee's immediate supervisor or whomever the Library deems appropriate.

1. If during such trial period it is determined that an employee is not satisfactorily performing the work, the employee shall be reassigned to her/his former position.

2. An employee may elect to return to his/her former position within sixty (60) days.

3. An employee who is reassigned or elects to return to her/his former position will be paid at her/his former regular rate of pay plus any regular step and/or wage increases that would have been received by such bargaining unit employee in the former position, during the time the employee was in the new or vacant position.

D. The rate of pay of an employee promoted to a position in a higher classification shall be either the minimum rate of pay of the new grade or one step above his/her present rate of pay if he/she is already paid more than the minimum of the new grade. If the promotion does not result in an increase in salary (grade and step) of at least two percent (2%) of the employee's current salary (grade and step), the employee will be moved to the next higher step in the new grade.

E. An employee who is awarded a lateral bid hereunder shall not be permitted to bid for another lateral position vacancy for a period of one (1) year from the first day in the new position, but such employee may bid for a position that would be a promotion during such one (1) year period.

A part-time employee who is awarded a lateral bid shall be permitted to bid for a full-time position within the same administrative unit after six (6) months from the first day in the new position.

An employee who is awarded a promotional position hereunder shall not be permitted to bid for another position vacancy, either promotional or lateral, for a period of one (1) year from the first day in the promotional position.

1. During their six-month probationary period, newly hired bargaining unit employees are prohibited from bidding for any positions, except as described by Section E.2. below.

2. An employee who is awarded a bid in a temporary position shall be permitted to bid on the same position if the vacancy is posted as a permanent position. If such employee is awarded the permanent position, then the time the employee spent as a temporary in that position shall be credited towards the one (1) year waiting period described in this Section E.

F. A professional employee who is awarded a promotional position hereunder will not be restricted from bidding for a position with newly-established duties that did not exist at the time of the promotion.

G. Short-Term Assignments and Transfers.

1. Short-Term Assignments: The Library may re-assign an employee(s) on a short-term basis to fill public service staffing shortages, subject to the following provisions:

a. The Library will utilize substitute employees as needed and appropriate to alleviate the need for short-term assignments.

b. "Short-term" assignments are defined as assignments lasting for a period up to and including two (2) weeks' duration.

c. Short-term assignments will first be offered to employees who volunteer to be available to "float" to other departments or branches on a short-term basis, in accordance with the provisions below.

d. Volunteers will be assigned in an equitable manner subject to scheduling needs and qualifications required by the affected branches or departments.

e. In the event that no volunteers are available, the Library shall have the right to assign an employee to a short-term assignment.

f. Main Library employees willing to float to another department for up to one (1) work day (with the consent of the employee's supervisor at the time a short-term assignment is available) shall have the opportunity to volunteer for such assignments.

g. Branch employees willing to float to other branches on a short-term basis shall have the opportunity to volunteer for such assignments.

h. All short-term assignments will be re-evaluated two (2) weeks after the first day of the assignment to determine if the position needs to be posted as a temporary position. If appropriate, the short-term assignment may be extended on a week-to-week basis.

i. At the time of placement, the expected duration of the short term assignment will be designated in writing via email to the employee.

j. The Human Resources Department will provide a summary report of all short-term assignments as part of regular monthly reports to the Board of Trustees.

2. Transfers. The Library determines the staff complement for each agency. The Library shall have the right to move all or a portion of an employee's hours from one workplace to another in order to meet Library needs, subject to the following provisions:

a. If the Library decides to transfer an employee from one workplace to another, it shall first seek qualified volunteers at agencies that are above their staff complement for that position/job title to move all or part of their hours. If there are no qualified volunteers, the Library shall seek voluntary transfers from qualified employees in the same pay grade and administrative area or Public Services team (Main, East or West) from which the position is to be eliminated. If there are still no qualified volunteers, the Library shall seek volunteers among all qualified employees of the same pay grade or lower. Qualified shall be determined according to Article XI.D.1. All volunteer transfers shall be subject to the trial period defined in Article XI.D.1.

b. If there are still no qualified volunteers, the Library shall transfer the least senior qualified bargaining unit employee in the over-complemented position to the receiving workplace.

c. Seniority shall not apply in cases where the transfer of an employee would require said employee to split his/her hours between the sending and receiving workplace when a more senior employee at the sending workplace could work all his/her existing hours at the receiving workplace.

d. Except in cases of emergency, the Library shall give the employee to be transferred a minimum of ten (10) working days' notice.

e. If an employee is transferred to a position in a higher classification, the rate of pay shall be the minimum rate of pay of the new grade, or one step above his/her present rate of pay if he/she is already paid more than the minimum of the new grade. If an employee is transferred to a lower classification, that employee shall maintain his/her current classification/grade and rate of pay for the purposes of pay scale, job bidding and bumping rights.

f. An employee shall not be involuntarily transferred more than once within a rolling twelve (12) month period.

g. Employees who have been involuntarily transferred within the last twelve (12) months shall be given the first opportunity for any volunteer transfer opportunity

within the same pay grade for which they are qualified. Priority shall be given to the most senior volunteer.

h. The Library's right to transfer shall not extend to transferring an employee into a vacancy that would otherwise be filled by bidding or recall from layoff.

i. There shall be no transfers for disciplinary reasons.

j. The Library shall notify SEIU District 1199 Executive Board Member(s) prior to seeking volunteers for a transfer.

H. In the event of a posted vacancy, employees may bid laterally and may bid to a lower classification in the event of disability or hardship, subject to needs of the Library.

ARTICLE XI: LAYOFF AND RECALL

A. Seniority.

1. A layoff of employees covered by this Agreement shall be done on the basis of seniority, in accordance with the bumping order and other provisions set forth in this Article. Seniority refers to total bargaining-unit seniority.

2. Time spent on an approved leave of absence or on a reinstatement list following an approved leave of absence or on a recall list following layoff not to exceed one (1) year or length of seniority, whichever is less, shall not constitute a break in service; however, seniority shall not accrue during such periods. A return to service within one (1) year of commencement of a leave of absence will not constitute a break in service. Reinstatement following a military leave of absence shall be in accordance with federal law.

3. An employee having seniority of at least one (1) year who resigns and is rehired not more than one (1) year following the date of resignation shall retain seniority accrued prior to resignation but shall not accrue seniority between resignation and rehire.

B. Benefits. Employees who are laid off will be paid their accrued vacation in the payroll check that is issued for the pay period in which they are laid off. The Library will pay its share of the laid off employee's health and other insurance benefits through the last day of the month in which the employee last worked. Any applicable employee contribution shall be deducted from the employee's last payroll check.

C. Order. In the event it becomes necessary for the Library to lay off employees covered by this Agreement, it shall first provide the opportunity for any employee in the affected job title(s) and administrative area(s) to volunteer for layoff.

If further reductions are still needed after any voluntary layoffs, the Library shall then lay off probationary employees.

If further reductions are necessary, layoffs shall be in the inverse order of seniority beginning with the least senior employee in the affected job title in the administrative area in which the layoff(s) take place.

Employees who have bid into a promotional job title and are engaged in a promotional trial period shall have no bumping rights in the promotional job title but retain seniority in the former job title.

D. Bumping.

1. An employee must be immediately qualified to perform the work of the position into which she/he bumps. "Immediately qualified" means that the employee has the ability and qualifications as defined in the applicable job description and can immediately perform the work satisfactorily, efficiently and effectively, with a minimal orientation to the position, not to exceed one (1) day. The displaced employee shall have a trial period of up to three (3) days in the position into which she/he bumps. If after such trial period, it is determined that an employee is not satisfactorily performing the work, such employee shall be laid off and placed on the recall list.

2. No employee may bump another employee who is more senior.

3. Employee(s) in jobs that have been eliminated shall have the option of being directly laid off or may choose to displace (bump) another employee according to the provisions listed below.

4. The displaced employee, using his/her total bargaining unit seniority, may bump only the least senior employee in the same pay grade within his/her administrative area as listed in Section D.5 below.

If the displaced employee cannot bump within his/her same pay grade within his/her administrative area, the displaced employee may bump the least senior employee in the next lower pay grade in the bumping order within his/her administrative area, provided the displaced employee is more senior than the employee to be bumped. If there are no less senior employees in that next lower pay grade, the displaced employee may continue to attempt to bump into each successively lower pay grade until the lowest pay grade is reached.

If the employee cannot bump within a lower pay grade, he/she shall be laid off and placed on the recall list.

5. A displaced employee shall bump only within her/his respective administrative area within the Library, as set forth on the next pages:

GRADE	OTHER ADMIN.	PUBLIC SERVICES	AUTOMATION	TECH SERVICES	FACILITIES
J				Acquisitions Coordinator Catalog Coordinator	
I	School Age Coordinator Early Childhood Coord. Teen Coordinator	CLC Librarian Map Collection Librarian Photo Collec. Librarian Senior Subject Dept. Libn. Spec. Collec. Proj. Libn. Librarian - OLBDP		Acquis. Librarian – Serials Senior Catalog Librarian	
H		Adult Librarian Subject Dept. Librarian Children/Teen Librarian Children/Teen Librarian MS	Network Specialist Website Coordinator	Acquisitions Librarian Catalog Librarian Collec. Mgmt. Librarian High Demand Librarian	
G			Web Application Specialist Comp. Net. Tech. (incumbent)* Telecom. Tech. (incumbent)*		Carpenter (incumbent)* Main. Mech. (incumbent)*
F	Graphic Designer	Library Asst. – Adult Library Asst. – Comp. Emphasis Library Asst. – Subject Dept.	Computer Net. Tech. Telecom. Technician	Acquisitions Asst. Serials Catalog Assistant	Carpenter Maintenance Mechanic

		Library Asst. – Youth Library Asst. – Mobile Service Library Asst. - OLBDP			
E	Accounting Specialist	AV Equipment Specialist Shelf Department Asst.		Acquisitions Assistant Preservation Assistant	Automotive Mechanic Painter
D	Account Clerk Offset Press Technician Print Production Specialist	Lending Department Coord. Subject Dept. Senior Clerk	Lib. Systems Appl. Clerk	Preservation Senior Tech. Receiving & Distr. Assoc. Technical Services Assoc.	
C		Lending Dept. Senior Clerk Senior Clerk - OLBDP		Materials Processing Asst. Tech. Serv. Senior Clerk	Custodian III Driver
B	Receptionist	Branch Clerk Subject Department Clerk Youth Services Clerk Elec. Duplication Technician OLBDP Clerk II Shipping Clerk (OLBDP)		Materials Process. Sen. Tech Receiving & Dist. Technician	Custodian II – Clerk Custodian II – Days/Br. Shipping Clerk
A		Lending Department Clerk Shelf Department Clerk		Mat. Processing Technician Preservation Technician Technical Services Clerk	Custodian I (nights)

* No one may bump into an incumbent position.

6. If the displaced employee has more than fifteen (15) years of seniority and there are no lower seniority employees in their job title or a lower job title within their administrative area, he/she may bump across administrative areas provided the displaced employee has greater seniority than the employee to be bumped and provided further that the displaced employee is qualified as defined in Section 1 above. Such employee shall be subject to the order and rules for Bumping provided in Section D.4 above.

7. A displaced employee who moves to a lower pay grade is placed on the step of the new job title that is closest to his/her current pay without exceeding the maximum for the pay grade into which he/she has bumped or their current pay.

8. Part-time regular employees shall only bump part-time regular employees.

9. Full-time employees shall only bump full-time employees.

E. Notice. In the event a layoff may be necessary due to reasons such as lack of work, lack of funds or reorganization, the Library will notify the Union and all affected employees of the anticipated layoff. The Union shall be given written notice of an anticipated layoff thirty (30) calendar days prior to the anticipated effective date and the employee(s) shall be given written notice of which jobs will be eliminated at least ten (10) calendar days in advance of the anticipated effective date. The Library shall meet and confer with the Union to discuss alternatives to layoffs twenty-one (21) days prior to the anticipated layoff. Prior to this meeting, the Library shall provide the Union with a current seniority list, the reason for the reduction in force, a list of the jobs slated for elimination and the total number of layoffs planned in each job.

The aforementioned notice requirements will not apply to any initial layoffs covered in the economic negotiations preceding this Contract.

F. Union Representation. A Union representative shall be present when affected employees are provided with notice of their layoff options.

G. Recall Refusal. Employees refusing to be recalled, or resigning during a layoff, will lose their seniority in accordance with Article IX but will be paid whatever benefits they may have earned.

H. New Job Titles. In the event new job title(s) are created that are appropriately within the bargaining unit represented by the Union, the Library shall advise the Union of same and of the placement of such job title in the layoff bumping order. In the event the Union contests the proposed position's placement in the bumping order, the Library shall establish a temporary wage and layoff position, and the Union may refer the dispute to the grievance procedure in Section J. below.

I. Bumping Order. The bumping order is included in Section D.5 above.

J. Recall.

1. Recall of full time and part-time regular employees will occur in order of seniority, *i.e.*, the most senior will be recalled first, provided that the employee to be recalled is qualified as defined in Article X, B.1. to perform the work available in a job title. The names of laid-off full-time and part-time regular employees shall be placed on a recall list for a period equal to the lesser of length of seniority or one year. These recall lists shall be provided to the Union by the Library.

2. When jobs become available, laid-off employees shall be offered reappointment to their former job titles. Employees on recall may apply for any job opening that is posted on the Staff Center. It is the employee's responsibility to check the Staff Center for openings.

3. Part-time regular employees shall only be recalled to part-time regular positions.

4. Full-time employees shall only be recalled to full-time positions.

K. Recall Procedure. In the event of a recall, the Library will notify in writing the person(s) eligible for recall to the job that a vacancy will be filled by recall. Failure to report to the specified job seven (7) calendar days from the date on which the Library delivers the recall notice will result in a loss of seniority as provided in Article IX. B.5.

For purposes of notice, employees shall provide the Library with their current addresses. Notices of re-employment or notices to report to work shall be mailed by certified mail to the last known address of such employee as furnished to the Library. Notice mailed to such last known address shall be deemed to be adequate notice hereunder. A copy of such notice shall be furnished to the Union.

L. Grievances. Any grievances relating to layoffs, bumping, recall or any other issues under Article XI shall follow the procedure set forth in Article III except that the employee shall initiate a written grievance within three (3) calendar days of receiving notice from the Library of the layoff, bumping or recall and the Union must notify AAA or FMCS of its intent to appeal the grievance to arbitration within twelve (12) calendar days of receipt of the Step 2 written response.

ARTICLE XII: LEAVES

A. Sick Leave.

1. A full-time member of the bargaining unit may accumulate sick leave of up to fifteen (15) days for a full year's employment. Part-time regular employees earn a pro rata share. All employees shall earn .0577 hours of sick leave per hour compensated (exclusive of overtime and Sunday hours). Annual sick leave allowances are calculated on no more than twenty six (26) pay periods per year.

Sick leave may be used in increments of no less than fifteen (15) minutes and may be taken in any increment up to the employee's full work day.

Sick leave may be used if needed for personal illness or injury, professional medical or dental attention, the illness of an adopted or natural child in the home up to age fourteen (14), except for a medical disability for a child up to age eighteen (18), and emergency leave. Sick leave will be shown on each employee's paycheck as of the previous pay period, and it may be taken only after it is earned. [Employees newly-hired into the bargaining unit may not use accrued sick time until they have completed their probationary period as described in Article IX, Section C.](#)

2. Sick leave with pay shall be granted, provided the employee has reported the illness or injury to her/his immediate supervisor or agency head [or designee](#), where possible, not later than one hour before the start of her/his regularly scheduled shift. [Should the Library develop a new method for reporting absences during the life of this contract, the parties agree to meet to discuss the process of implementation and roll out of the new system, prior to the new system being implemented.](#) Supervisors shall use reasonable discretion in requesting [medical providers'](#) certificates. The following guidelines shall generally apply:

a. After three (3) consecutively scheduled work days of sick leave, a [medical provider's](#) excuse may be required at the supervisor's discretion. Employees who are absent for three or more consecutively scheduled work days may also be eligible for FMLA leave (see Article XIII.A.).

b. A [medical provider's](#) excuse may be required, at the supervisor's discretion, if an employee is absent for more than seven days within any (rolling) six (6) month period and such absences are not medically excused or covered by FMLA or other leaves provided by this Agreement.

c. A [medical provider's](#) excuse may be required, at the supervisor's discretion, if sick leave is used immediately before or after a holiday, vacation or for time which the employee was previously denied a vacation bid or request.

d. Where practicable, the Library will inform an employee of the need for a [medical provider's](#) certificate prior to the employee's return to work from an illness or injury.

3. Sick leave may be claimed for accident or illness which occurs during an employee's vacation. Whenever sick leave is granted under this provision, the unused vacation time will be restored.

4. Employees with previous public service in the State of Ohio shall be credited with sick time earned in other positions that have not been used.

5. Unused Sick Time

a. Unused sick leave up to a total of nine hundred (900) hours (120 working days) may be carried forward from one (1) calendar year to the next.

b. Seventy-five (75%) of sick leave hours accumulated over nine hundred (900) hours shall be paid in cash to the employee in the pay period including the calendar year end date (12/31) at the employees' then current rate of pay.

6. An emergency leave of no more than three (3) days in any one (1) calendar year may be taken and deducted from the employee's available sick leave allowance. For purposes of this paragraph, an "emergency" is defined as an incident that results from circumstances reasonably beyond the employee's control, which makes it impracticable or unsafe for the employee to report to or remain on his or her scheduled shift. It is understood that an emergency, as described above, must be of an immediate nature that cannot be resolved prior to the employee's shift or on non-working time.

Further, an employee experiencing an emergency shall use reasonable efforts to report to or return to work. It is further understood that any employee experiencing a problem with transportation shall use reasonable efforts to find other sources of transportation to work including, but not limited to, public transportation. Finally, emergency leave is not intended to and will not expand any other types of leave currently available under this Agreement.

An employee experiencing an emergency will report the need for the leave and the reasons therefore to his or her immediate supervisor or agency head as soon as practicable. Immediately upon the employee's return to work, he or she must complete an Employee Self Service (ESS) form for Leave and provide a statement of the emergency, medical or non-medical. The employee's supervisor shall approve or deny the requested emergency leave, which will be signed off on by the appropriate Administrator, and notify the requesting employee of the decision. A copy of any approved emergency leave request shall be made a part of the employee's record.

If an employee requires emergency leave, as defined above, but has exhausted all of her or his sick leave allowance, the emergency leave will be deducted and taken from the employee's accrued vacation allowance.

B. Jury Duty and Court Appearances.

1. Any employee subpoenaed as a witness to bring Library materials to court, or to appear as a witness in court in a case in which the Library is a party, or called for jury duty shall be excused from her/his regular duties each day he/she is required to appear in court and shall be paid his/her regular salary less any amount received from the Jury Commission for these days. The same shall apply if an employee is called to report for interviews or examinations for possible jury duty during her/his scheduled working hours.

2. In order to be eligible for payment in accordance with the provisions of the above section, it is necessary that the employee submit to the Human Resources Department proof confirming the days spent on jury duty, as a subpoenaed witness, or in interviews for jury duty.

C. Funeral Leave.

1. All full-time and part-time regular employees are entitled to a maximum of three (3) days paid leave for an absence due to the death of a spouse, parent, child, mother-in-law, father-in-law, sister, brother, grandchild, grandparent or any person who resides in the home of the employee at the time of his or her death. Employees are entitled to one (1) day paid leave for other relatives, such as an uncle, aunt, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. In the event of a death during an employee's vacation or absence due to illness, the amounts of time outlined above may be charged against funeral leave instead of vacation time or sick leave.

2. All full-time and part-time regular employees may supplement the paid funeral leave permitted in this section by taking vacation time, subject to the provisions of Article VII of this Agreement. If an employee wishes to take vacation time to supplement his/her funeral leave, the employee should notify his/her supervisor as soon as practicable. In determining whether the employee will be permitted to utilize vacation leave, the employee's supervisor shall consider the amount of accrued vacation time that the employee has available, the staffing needs of the Library, and the special circumstances surrounding the employee's request for vacation.

If the employee has no accrued vacation time available, the employee may be granted a leave of absence without pay for the purpose of extending funeral leave, subject to the provisions of Article XIII.D.

D. Workers' Compensation. Generally, employees are eligible for workers' compensation benefits when they receive injuries in the course of and arising out of their employment at the Library and for occupational diseases they contract in the course of their employment at the Library.

Guidelines for administering workers' compensation benefits are set forth from state agencies and the Library's managed care organization, and are subject to change from time to time.

1. An injured employee has several options for compensation when a work-related injury causes lost time.

a. An employee unable to work because of an injury incurred on the job may be eligible to receive workers' compensation benefits in accordance with the regulations of the Ohio Bureau of Workers' Compensation and applicable statutes.

b. An employee may elect to take leave without pay, without exhausting accrued leave balances, pending determination of a workers' compensation claim. Such election shall be effective upon receipt by the Human Resources Department of written notice from the employee. In the alternative, employees who are injured while on duty may be permitted to use accumulated sick leave and vacation time instead of receiving workers' compensation benefits. If an employee is still unable to return to work after sick leave and vacation time have been exhausted, an employee can file a claim for weekly payments from workers' compensation.

2. Transitional Work Program. The Human Resources Director or designee shall, by April 30, 2010, develop a proposal for a Transitional Work Program (TWP) for presentation to the Labor Management Committee. The purpose of the TWP is to enable employees recovering from an on-the-job injury to return to work. The TWP is a special work program of the Ohio Bureau of Workers' Compensation (BWC), and the Library may utilize both the BWC and the Library's workers' compensation managed care organization for professional assistance in investigating and setting up a light-duty program.

Under the TWP, employees may be scheduled or assigned to return to work in a temporary position not above their pay grade, which meets their medical restrictions, for a period not to exceed ninety (90) days. The Library will assign the employee to a similar shift and location at or close to their regular position whenever possible.

The recommendations of the Labor Management Committee will be the result of consensus. The recommendations of the Committee with respect to the development of a TWP

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shall be brought to the Director or designee and the SEIU District 1199 Executive Board Member(s) and will be subject to approval by each party's respective approval procedures.

3. Information regarding Workers' Compensation is available to all employees in the Human Resources Department and on the Staff Center.

ARTICLE XIII: LEAVES OF ABSENCE

A. Family and Medical Leave.

1. The Library will comply with the Family and Medical Leave Act of 1993 (FMLA) as currently in effect and applicable regulations issued pertaining thereto, which presently provide that in certain circumstances an employee who has been employed for at least twelve (12) months by the Library and who has at least twelve hundred and fifty (1,250) hours of service with the Library during the previous twelve (12) month period.

a. Basic FMLA and Active Duty Leave. Employees shall be entitled to a total of twelve (12) weeks of unpaid leave (unless paid leave is run concurrently) during any twelve (12) month rolling period for one or more of the following:

(1) because of the birth of a child of the employee and in order to care for such child;

(2) because of the placement of a child with the employee for adoption or foster care;

(3) in order to care for the spouse, or a child under eighteen (18) years old or eighteen (18) years or older who is incapable of self-care due to a disability as defined by the Americans with Disabilities Act, or parent, of the employee who has a serious health condition;

(4) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or

(5) because of any qualifying exigency arising out of the fact that your spouse, child (of any age), or parent, defined as a covered military member, is on active duty (or has been notified of an impending call or order to active duty) in any branch of the military including the National Guard or Reserves and is deployed or called to active duty in a foreign country.

b. Military Caregiver Leave. Employees shall be entitled to up to a total of 26 weeks of unpaid leave (unless paid leave is run concurrently) during a single 12-month period:

(1) to care for a spouse, son or daughter (of any age), parent or next of kin² who is a current member of the Armed Forces, including the National Guard or Reserves, who is currently undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness incurred by the service member in the line of duty while on active duty, or who was a member of any branch of the military at any time within five (5) years of receiving medical treatment that triggers the need for Military Caregiver Leave.

(2) A covered service member incurs a serious illness or injury for purposes of this paragraph when he or she is medically unfit to perform the duties of his or her office, grade, rank or rating.

(3) Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date.

(4) The leave entitlement described in this paragraph applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under paragraphs (A)(1)(a) in the Basic FMLA Leave and Active Duty Leave section above, the combined leave shall not exceed 26 weeks during that 12-month period.

2. Nothing in the FMLA and regulations issued pertaining thereto shall reduce or eliminate the benefits provided by the terms of this Agreement. If an employee takes any form of leave pursuant to this Agreement under circumstances in which the employee is also eligible for FMLA leave, the employee will be deemed to be on FMLA leave concurrently with any other form of leave the employee is granted pursuant to this Agreement.

² "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

3. An employee's use of leave shall not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave. However, an employee on unpaid leave which exceeds one (1) year shall lose his/her seniority and shall be deemed to have resigned from employment.

4. When an employee gives proper notice of the need for FMLA leave, the Library shall provide the employee, within five (5) business days, a notice containing the following specific information:

- a. Whether or not the leave will be granted and counted against the employee's FMLA leave entitlement;
- b. Any requirements for the employee to furnish medical certification of a serious health condition or other required information and the consequences of failing to do so;
- c. The employee's obligation to use paid leave (sick and vacation time) as applicable and the conditions related to any such leave, which runs concurrently with FMLA leave;
- d. Any requirement for the employee to make any premium payments to maintain health benefits, the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis;
- e. Any requirement for the employee to present a fitness- for-duty certificate to be restored to employment;
- f. The employee's right to restoration to the same or an equivalent job upon return from leave or any exceptions thereto;
- g. The employee's potential liability for payment of health insurance premiums paid by the Library during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave; and
- h. That the Library may require employees on FMLA leave to report periodically, but not unreasonably, on their status and intent to return to work. If an employee provides an unequivocal notice of her/his intent not to return to work, the Library's obligations under the FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee to her/his previous position cease.

5. For all purposes of determining eligibility for FMLA leave, the twelve (12) month period is calculated rolling backwards from the first day of leave.

6. Nothing in this Agreement shall be construed as limiting an employee's eligibility for or entitlement to leave pursuant to the Family and Medical Leave Act of 1993.

Information regarding FMLA leave is available to all employees in the Human Resources Department and in the Human Resources Manual.

B. Medical Leave under the FMLA.

1. Eligibility. An employee shall, upon conditions outlined below, be granted an FMLA medical leave of absence without pay as a result of the serious health condition of the employee, including pregnancy-related conditions, or as a result of a serious health condition of a member of the employee's immediate family.

a. Definitions.

(1) A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

(a) inpatient care, i.e., an overnight stay, in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care;

(b) continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(i) absence from work, school or other regular daily activities, due to the serious health condition, of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves (A) treatment two or more times by (or under the supervision of) a health care provider within thirty (30) days of the start of the incapacity, or (B) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider; or

(ii) continuing treatment by (or under the supervision of) a health care provider for a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider; or

(iii) any period of incapacity due to pregnancy, or for prenatal care; or

(iv) a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or

(v) any period of incapacity to receive multiple treatments by (or under the supervision of) a health care provider). either for restorative surgery

after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

(2) "Immediate family" is defined as the spouse, mother, father, sister, brother, or child under 18 years old or 18 or over that is incapable of self-care due to a disability as defined by the Americans with Disabilities Act, of the employee.

(3) "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave periods from one hour or more to several weeks.

(a) Intermittent leaves will be granted only if medically necessary.

(b) If an employee requires intermittent leave as a result of the serious health condition of the employee or his/her family member, the employee must submit an FMLA Fax Transmittal Form 420 and a Request For Leave of Absence Form 421. If required, the employee will be provided with and be required to return a Certification of Health Care Provider Form, including a physician's statement certifying that intermittent leave is medically necessary.

(4) A "reduced leave schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek, or per workday.

(a) Reduced leave schedules will be granted only if medically necessary.

(b) If an employee requires a reduced leave schedule as a result of the serious health condition of the employee or his/her family member, the employee must submit a Certification of Health Care Provider Form, including a physician's statement certifying that a reduced leave schedule is medically necessary.

(5) A "qualifying exigency" refers to the following circumstances:

(a) Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;

(b) Military events and related activities: to attend official military events or family assistance programs or briefings;

(c) Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;

(d) Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;

(e) Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;

(f) Rest and recuperation: to spend up to five (5) days for each period in which a covered military member is on a short-term rest leave during a period of deployment;

(g) Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty;

(h) Additional military-related activities: for other military-related events where CPL and the employee agree on the time and duration of the leave.

(6) A "serious injury or illness" for purposes of Military Caregiver Leave includes the aggravation of existing or pre-existing injuries by an active duty service member in the Armed Forces. For veterans, the injury or illness may manifest itself before or after the Armed Forces member became a veteran.

2. Concurrent with FMLA Leave. Medical leave as provided in this Article is taken concurrently with FMLA leave when applicable.

3. Requesting Medical Leave. In order to request a medical leave of absence, the employee must submit a Request for Leave of Absence Form (CPL Form 421) and a Certification of Health Care Provider certifying the need or purpose for the medical leave of absence to his/her department or agency head or the [Contracted Provider](#).

a. If the need for medical leave of absence is foreseeable, a Request for Leave of Absence Form and a Certification of Health Care Provider Form must be submitted at least thirty (30) days prior to the first day of the leave.

b. If the need for leave is unforeseeable, a Request for Leave of Absence Form should be submitted as soon as practicable, which is ordinarily the same day or the next business day of learning of the need for the leave.

c. The Library reserves the right to require a second opinion by a doctor of the Library's choice as to the necessity of the requested leave of absence if the Library has reason to doubt the validity of the medical certification provided by the employee. Such second opinion shall be at the Library's expense. If there is a conflict between the doctors' opinions, the Library and the employee shall appoint a third doctor acceptable to both whose opinion as to the need for a leave shall control. The expenses of the third doctor shall be borne by the Library.

4. Length of Medical Leave. A medical leave of absence will be granted for a period not to exceed six (6) months duration from the last day of work. All such leaves of absence require specific approval from the Human Resources Director.

a. An employee is not permitted to take more than a total of six (6) months of combined medical, FMLA and family leave. Family leave may not exceed ninety (90) days beyond accrued paid vacation .

b. An employee may request an extension of a medical leave of absence from the Human Resources Director. The request must be made in writing and submitted with a statement from a physician acceptable to the Library at least seven (7) days prior to the expiration of the original leave of absence request.

5. Payment During Medical Leave. Employees taking a medical leave as a result of the employee's own serious health condition are required to use any accrued paid sick time and then use accrued paid vacation time prior to beginning the unpaid portion of the leave.

a. Employees taking a medical leave as a result of the serious health condition of a family member are required to use any accrued paid vacation time and, thereafter, any accrued paid sick time up to a maximum of two hundred and ten (210) hours in a calendar year prior to beginning the unpaid portion of the leave.

b. The use of paid time will be counted in determining the amount of approved leave.

6. Return to Work. In a medical leave of absence of ninety (90) calendar days or less beyond paid sick time and/or accrued vacation , as applicable, the employee shall return to his/her former position, former classification, and former rate of pay, or if the employee's position has been eliminated, a comparable position, classification and rate of pay.

a. In a medical leave of absence of more than ninety (90) calendar days beyond paid sick time and/or accrued vacation , as applicable, the employee shall return to the first available position for which he/she qualifies with the same salary grade and the same rate of pay held prior to such leave, except as otherwise provided in Article XVII, C.

b. An employee returning to work after a medical leave of absence must notify his/her supervisor and the Human Resources Director ten (10) calendar days in advance of the date on which the employee intends to return, and must provide the Library with a physician's statement of the employee's fitness to perform the essential functions of the position prior to such return.

7. Insurance Benefits. The Library shall continue to pay its share of an eligible employee's life and accidental death and dismemberment benefits and health care insurance

benefits in effect for a period of ninety (90) calendar days after the employee begins a medical leave of absence. For purposes of this paragraph, an "eligible employee" is defined as one who has been employed by the Library for at least twelve (12) months and has worked at least twelve hundred and fifty (1,250) hours during the twelve (12) months preceding the leave request. The employee is responsible during his/her medical leave of absence for timely payment of his/her share of group hospitalization insurance benefits. An employee's failure to timely remit his/her share of group hospitalization insurance benefits may result in loss of coverage if payment is received by the Library more than thirty (30) days after payment is due. If the employee's medical leave of absence extends beyond ninety (90) calendar days, the employee shall be responsible for securing alternative insurance benefits, subject to COBRA continuation rights. If an employee fails to return from a medical leave of absence, the Library has the right to recover any insurance benefits paid on behalf of the employee during the leave of absence unless the reason the employee does not return to work is due to the continuation, recurrence or onset of a serious health condition, which would otherwise entitle the employee to medical leave or other circumstances that are beyond the employee's control.

C. Family Leave (separate from FMLA leave).

1. Eligibility. An employee shall upon the conditions outlined below, be granted a family leave of absence without pay as a result of the birth of a child or the placement of a child with the employee for adoption or foster care.

2. Concurrent with FMLA Leave. Family leave as provided in this Article is taken concurrently with FMLA leave when applicable.

3. Requesting Family Leave. In order to request a family leave of absence, the employee must submit a Request for Leave of Absence Form and a Certification of Health Care Provider Form from a physician, private adoption attorney, or state adoption, private adoption or foster care agency, certifying the need for the leave.

a. If the need for family leave is foreseeable, a Request for Leave of Absence Form and a Certification of Health Care Provider Form must be submitted to his/her department or agency head or the Human Resources Department at least thirty (30) days prior to the first day of the leave.

b. If the need for leave is unforeseeable, a Request for Leave of Absence Form and a Certification of Health Care Provider Form must be submitted to his/her department or agency head or the Human Resources Department as soon as practicable but in no event later than fifteen (15) days after the first day of the leave.

4. Length of Family Leave. A family leave of absence will be granted to an employee for a period not to exceed ninety (90) days after the use of accrued paid vacation. An employee is permitted to take only a total of ninety (90) days of family leave beyond paid vacation leave in any twelve (12) month period. The twelve (12) month period is calculated forward from the first day of the leave.

a. An employee may not take more than six (6) months combined medical and family leave and family leave may not exceed ninety (90) days beyond accrued paid vacation .

b. If the Library employs both parents of a newborn or an adopted or foster care child, the parents will be entitled to take no more than a total of ninety (90) days family leave during a twelve (12) month period.

c. If the Library employs both parents and both request family leave that relates, in whole or in part, to the same period of time, scheduling of family leave unrelated to medical disability of the parents shall be subject to the needs of the Library.

d. An employee may request an extension of a family leave of absence from the Human Resources Director. The request must be made in writing and submitted with a statement from a physician acceptable to the Library at least seven (7) days prior to the expiration of the original leave of absence request.

5. Payments During Family Leave. Employees taking family leave are required to use any accrued paid vacation time and, thereafter, any accrued paid sick time up to a maximum of two hundred and ten (210) hours in a calendar year prior to beginning the unpaid portion of the leave.

6. Return to Work. In a family leave of ninety (90) days or less, after first utilizing accrued paid vacation , the employee shall return to her/his former position, classification and rate of pay or, if the employee's position has been eliminated, a comparable position, classification and rate of pay. Family leave must be completed no later than twelve (12) months from the date of the birth of the newborn or the date of the placement of the child with the parent for adoption or foster care.

7. Insurance Benefits. The Library shall continue to pay its share of an eligible employee's life and accidental death and dismemberment benefits and health care insurance benefits in effect for a period of ninety (90) calendar days after the employee begins a family leave of absence. For purposes of this paragraph, an "eligible employee" is defined as one who has been employed by the Library for at least twelve (12) months and has worked at least twelve hundred and fifty (1,250) hours during the twelve (12) months preceding the leave

request. The employee is responsible during his/her family leave of absence for timely payment of his/her share of group hospitalization insurance benefits. An employee's failure to timely remit his/her share of group hospitalization insurance benefits may result in loss of coverage if payment is received by the Library more than thirty (30) days after payment is due. If the employee's family leave of absence extends beyond ninety (90) calendar days, the employee shall be responsible for securing alternative insurance benefits, subject to COBRA continuation rights. If an employee fails to return from a family leave of absence, the Library has the right to recover any insurance benefits paid on behalf of the employee during the leave of absence unless the reason the employee does not return to work is due to the continuation, recurrence or onset of a serious health condition which would otherwise entitle the employee to family leave or other circumstances that are beyond the employee's control.

D. Personal Leave.

1. Eligibility. An employee may be granted a personal leave of absence without pay for reasons such as career-related education, family hardship, union participation or other matters not specifically covered by this Agreement, after use of all accrued vacation to which an employee is entitled.

2. Concurrent with FMLA Leave. Personal leave as provided in this Article is taken concurrently with FMLA leave when applicable.

3. Requesting Personal Leave. A Request for Leave of Absence Form for an individual leave shall be submitted to the agency head in writing at least thirty (30) days in advance of the commencement of the leave, except in cases of emergency.

4. Length of Personal Leave. All such leaves require specific approval and shall not exceed ninety (90) calendar days in duration from the last day worked; provided however, a leave of absence for career-related education, including a course of study leading up to a bachelor's degree, may be granted up to a cumulative total of six (6) months at the discretion of the Library and, additionally, a leave of absence for a course of study leading to an MLS (Master of Library Science) at an ALA-accredited graduate school of Library science may be granted up to one (1) year at the discretion of the Library.

5. Payment During Personal Leave. The Library will continue to pay its share of all group insurance benefits consistent with this Agreement during a paid leave of absence, such that group coverages are continued through the end of the calendar month in which the employee last actually worked, or was on paid leave status, whichever is later. Beginning with the first day of the succeeding month, the employee shall be responsible for paying for insurance benefits consistent with the provisions of COBRA.

6. Return to Work. In an individual leave of thirty (30) days or less beyond accrued vacation the employee shall return to her/his former position, former classification, and former rate of pay. In an individual leave of more than thirty (30) days beyond accrued vacation, the employee shall return to the first available position for which she/he qualifies with the same salary grade and the same rate of pay held prior to such leave.

E. Military Leave. A military leave of absence shall be granted to any full-time or part-time regular employee for active duty in the armed forces.

1. Military leaves of absence will be granted in accordance with the Vietnam Era Veteran's Readjustment Assistance Act, the Military Selective Service Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 84301, *et seq.* and all federal, state and local veterans' reemployment laws.

2. Employees who request a military leave shall do so in writing, one (1) month prior to the first day of the requested leave. The request shall be accompanied by appropriate supporting documents or statements verifying the military service obligation.

3. An employee desiring to return to his/her former position shall give written notice of intent to return not later than ninety (90) calendar days after an honorable military discharge except that any member of a reserve component of the Armed Forces of the United States who is ordered to an initial period of active duty for training of not less than twelve (12) consecutive weeks must give notice of intent to return within thirty-one (31) days after the member's release from such active duty for training. The written notice of intent to return shall be accompanied by written verification of honorable discharge.

4. Seniority accrual during approved military leaves of absence shall be governed by the provisions of the Vietnam Era Veterans Readjustment Assistance Act, and other federal laws.

5. Health benefits for employees who are on military leave shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 84301, *et seq.*

F. General Conditions.

1. Subject to the provisions of Section A.3 of this Article, a leave of absence without pay is not considered a break in seniority, but additional seniority shall not accrue.

2. During the approved unpaid leave of absence, the employee will not accumulate vacation, sick or holiday time.

ARTICLE XIV: WAGES AND BENEFITS

A. Wages.

1. Employees are classified in accordance with the list of bargaining unit pay grades as listed in Article XI.D.5.

2. There will be salary increases as follows:

- a. For 2017, retroactive to December 29, 2016, of **two percent (2.0%)**;
- b. For 2018, effective the pay period that includes January 1, 2018, **two and one-half percent (2.5%)**; and
- c. For 2019, effective the pay period that includes January 1, 2019, **two and one-half percent (2.5)**.

Upon ratification all members of the Bargaining Unit employed full time by the Library will receive a Ratification Bonus in the amount of \$500.00, and all part-time members of the bargaining unit will receive a ratification bonus in the amount of \$250.00. Payment of this ratification bonus will occur during the first full pay period following ratification.

There shall be no salary increments and no across-the-board increments or step increases in 2017, 2018 or 2019, except an increment for attaining ½ MLIS/MLS degree, as provided in Article XIIa, Section D.1 of this Agreement.

3. Lead-worker incentive. Employees designated as Lead Worker shall receive a \$1.25 premium per hour when acting as Lead Worker for a minimum of sixty (60) consecutive minutes. **Lead Worker hours shall be scheduled in advance whenever practicable. Coverage by Lead Workers for lunches, breaks, and supper by the supervisors shall be exempted from Lead Worker incentive pay. The Library and the Union will work collaboratively to develop guidelines and expectations for the Lead Worker and the processes for assignment and rotation of Lead Workers. Within sixty (60) days of ratification these guidelines shall be distributed to all staff. In the event the time limits for development and implementation of these guidelines has not been met for any reasons, the current practice of assignment and rotation of Lead Workers will continue until such time as the guidelines are developed.**

B. Employees Promoted or Reclassified to a Higher Grade. The rate of pay of an employee promoted or reclassified to a job title in a higher pay grade shall be either the minimum rate of pay of the new grade or one step above his/her present rate of pay if he/she is already paid more than the minimum of the new grade. If the promotion or reclassification does not result in an increase in salary (grade and step) of at least two percent (2%) of the

employee's current salary (grade and step), the employee will be moved to the next higher step in the new grade.

C. Employees Above the Maximum in Grade. Employees whose salaries are above the maximum pay range in their respective grades shall be eligible for the general wage increases provided in Section B of this Article, so long as they remain above the maximum pay range in their current positions.

This provision shall not apply in cases in which an employee's salary would be above the maximum in grade as a result of bumping in accordance with the provisions of Article XI of this Agreement.

D. Positions Reclassified to a Lower Grade. Subject to the provisions of Section C above, employees whose positions are reclassified to a lower salary grade, on or after the date of ratification of this Agreement, shall maintain the salary held in the higher grade but she/he shall not be eligible for future increments, so long as she/he remains in that position unless the salary scale "catches up," except for down bidding as provided in Article X.

This provision shall not apply in cases in which an employee's salary would be above the maximum in grade as a result of bumping in accordance with the provisions of Article XI of this Agreement.

E. Step Increases. There shall be no step increases at any time during 2017, 2018 or 2019. Step increases in following years shall not be implemented unless specifically negotiated in an Economic Reopener.

1. Annual Increments. Full-time employees who are eligible to receive step increases on the scale, Steps 1 through 6, will receive four percent (4%) step increases on an annual basis, based upon the employee's individual increment date. Such increases shall take place the pay period following the employee's anniversary of employment or promotion to the employee's current position, subject to the length of any unpaid leaves of absence.

2. Longevity Increases. For full-time employees, two percent (2%) longevity step increases for Steps 7 through 12 shall be provided with eligibility as follows: Steps 7 through 12 shall be applied in respective two (2) year increments, beginning with the two-year anniversary of the employee's achievement of or placement at Step 6. Such increases shall take place the pay period following the employee's anniversary of employment or promotion to the employee's current position, subject to the length of any unpaid leaves of absence.

3. Determining Increment Dates for Part-Time Regular Employees.

Part time regular employees shall earn step increases as described above in this Section E. One (1) year shall be deemed to be equivalent to 1,950 hours compensated, exclusive of overtime or Sunday hours.

F. Determining Pay Rates for Newly-Hired Employees. In general, new hires are paid at the first step of the grade in which a position is classified. Specialized education and/or experience may be recognized by appointment at a higher salary step at the discretion of the Human Resources Director.

G. Hospitalization and Major Medical Insurance.

1. The Library shall offer all full-time bargaining unit employees hospitalization and major medical insurance coverage (the "Healthcare Plans"), summary plan descriptions of which are available on the Staff Center. The Standard Plan is the highest benefit plan available to employees. Each plan year shall begin on [January 1](#) and end on [December 31](#).

2. For full-time employees, the Library will pay 82 percent of the premium cost for single coverage and 65 percent for family coverage. For part-time regular employees, the Library will pay 39 percent for the cost of single coverage. If an employee participates in the Wellness Program described below, the employee's contributions will be determined in accordance with the terms of the Wellness Program.

3. Employees will be responsible for the additional cost for dependents age 26 or 27, as provided by the Health Care Plans. [After December 31, 2016, no new dependent over the age of 26 will be added to the plan, however, existing enrollees will be grandfathered.](#)

4. Wellness Program. The employee's share of health insurance premiums will be determined by participation and individual scores under the Wellness Program metrics. Premiums for dental or vision insurance are not affected by the Wellness Program. No individual test results will ever be provided to the Library. The final point score and general aggregate information about wellness screening results (without revealing individual employee names) is the only information reported to the Library. Only the final point score is used to determine your premium category.

A number of screening sessions will be made available at CPL facilities so that employees may conveniently participate in screenings. Screening opportunities will be made available during the same period each year and the results of the screening will determine the employee's individual premium rates beginning the following January, according to the Wellness Program.

5. In the event of the cancellation of the Healthcare Plans where the Library

receives more than thirty (30) days' notice of such cancellation, the Library shall notify the Union and seek input from the Health Care Committee, and the Library shall have the right to provide equivalent coverage in the aggregate.

In the event of the cancellation of either Health Care Plan, when the Library receives thirty (30) days' notice or less, the Library will notify the Union and seek input from the Health Care Committee, as soon as practicable after the Library receives written notice of such cancellation. In such event, the Library shall have the right to provide substitute coverage. In the event that the renewal cost of the health insurance premium as of **January 1 of each year**, increases by more than fifteen percent (15%) above the base health care plan premium as of **October 1** of the previous year with respect to the Health Care Plans, the Library and full-time employees shall split evenly the increases or the plans may be modified to reduce costs to below the fifteen percent (15%) premium increase.

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6. On or before **October 1** of each year, the Library shall provide health insurance quotes to the Union Executive Board Member and the Administrative Organizer with respect to an estimate of the premium costs in the next health care plan year. If the quote relating to the monthly premium for either Health Plan or current carrier exceeds the plan premium as of **January 1** of the previous year by more than fifteen percent (15%), either party may notify the other in writing to request to bargain, within seven (7) days of receipt of such quotes. The parties shall schedule bargaining with respect to both Healthcare Plans only and no other issues, economic or non-economic, to begin within a period of fifteen (15) days from the request to bargain. If the Union does not request bargaining within such seven (7) day period, or if the bargaining results in an impasse after thirty (30) days from receipt of a request to bargain, then the amount of increase for both Healthcare Plans shall be split evenly between the Library and full-time employees.

7. Negotiations with respect to health insurance premiums during the thirty (30) day period shall be conducted by Library representatives and the Union Administrative Organizer, the designated SEIU District 1199 Executive Board Member and no more than two additional Union members. Paid release time shall be granted to the designated SEIU District 1199 Executive Board Member and two other members of the Union up to a total of twelve (12) hours per week.

8. If the parties bargain to an impasse with respect to health insurance premiums, there shall be no recourse to the grievance-arbitration procedure. At the time that the Library or the Union initiates negotiations, the Library and the Union will notify SERB of the commencement of negotiations.

9. If either party determines the differences of position in bargaining with respect to health care insurance premiums are so substantial that the negotiations may not produce a satisfactory agreement, or in the event no agreement has been reached prior to the expiration of the thirty (30) day period, either party may request Federal Mediation and Conciliation Service (FMCS) to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. However, if the parties cannot agree prior to the expiration of the thirty (30) day period on terms by which the plan or plans may be modified to reduce costs to bring the costs below the fifteen percent (15%) limit, then the Library and full-time employees shall evenly split the increases above the fifteen percent (15%) cap. Further, in the event of impasse, the Union retains all rights under O.R.C. 4117.

10. Cafeteria Plan. The Library shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, which shall apply to employee contributions to health insurance premiums ("Premium Only"). Upon Internal Revenue Service ("IRS") approval, the Library shall implement a cafeteria plan pursuant to Sections 125 and 129 of the IRS, which shall apply to out of pocket medical, dental and vision care costs, dependent care costs and commuter costs ("Flexible Spending Account").

H. Dental Insurance. The Delta Dental Plan or compatible carrier ("Dental Plan") will be made available to full-time and part-time regular employees. A copy of the Dental Plan is available on the Staff Center. The Library will pay 90% of the total premium and the employee will pay ten percent (10%). Employees may obtain the dental insurance even if they choose not to take part in the Library's medical insurance plan(s). Employees may choose single or family dental coverage regardless of the medical plan chosen. The cap on covered dental services shall be \$1,200 annually per covered person.

1. In the event that the renewal cost of the dental insurance premium on **October 1, 2013** with respect to the Dental Plan, increases by more than eight percent (8%) above the October 1st base plan premium from the previous year, the Library and full-time employees shall evenly split the increases above the eight percent (8%) limit or the plan may be modified to reduce costs to below the eight percent (8%) premium increase.

2. In the event of the cancellation of the Dental Plan, or the equivalent in the aggregate, where the Library receives more than thirty (30) days' notice of such cancellation, the Library shall notify the Union and seek input from the Health Care Committee, and the Library shall have the right to provide equivalent coverage in the aggregate.

3. In the event of the cancellation of the Dental Plan, or the equivalent in the aggregate, when the Library receives thirty (30) days' notice or less, the Library will notify the

Commented [BAC13]: Housekeeping: confirm if dental insurance renewal dates to be updated?

Union and seek input from the Health Care Committee, as soon as practicable after the Library receives written notice of such cancellation. In such event, the Library shall have the right to provide substitute coverage.

I. Vision Insurance. The EyeMed Vision Care Plan or compatible carrier ("Vision Plan") will be available to full-time and part-time regular employees. The Library will pay 50% of the premium and the employee will play 50% of the premium. Employees may choose to enroll in the Vision Plan even if they do not enroll in the Library's medical or dental plans. Employees may choose single or family vision coverage regardless of the medical plan chosen.

J. Life Insurance. The Library will continue to provide to full-time employees who have completed one year of service Term Life Insurance and the Accidental Death and Dismemberment Insurance as such benefits existed on February 15, 2007, or the equivalent (i.e. \$20,000 Term Life Insurance and \$20,000 Accidental Death and Dismemberment Insurance). Employees with a domestic partner can elect family Life Insurance coverage on the same terms and conditions as an employee with a spouse.

Domestic Partner shall be defined as follows: both partners are of the same sex, are over the age of eighteen (18), unrelated by blood, not married to anyone else, cohabitating for at least one (1) year and sharing living expenses, or possess a joint marriage license from another state/country. The employee must submit to the Library a Declaration of Domestic Partnership from the City of Cleveland unless they have a marriage license from another state/country.

1. Employees terminating employment with the Library may, within thirty one (31) days, convert the Library's group insurance plan into a private insurance plan up to the amount of \$20,000, without medical examination.

K. Tax-Sheltered Annuity Programs. The Library will continue to make available to employees through payroll deductions options for tax-sheltered annuity programs.

L. Miscellaneous. Employees shall be charged the sum of Eight Dollars (\$8.00) to replace a second and any subsequently lost key cards during the term of this Agreement.

ARTICLE XV: STAFFING

A. Subcontracting.

1. The Library will not subcontract any work that is being done or work that is normally done by bargaining unit employees except in an emergency. *See also* Article XVa, below, in regard to processing of library materials.

2. In the event that the Library decides to subcontract work, the Library will make its best efforts to notify the Union Executive Board Member(s) or designee when:

employees do not possess the required expertise or ability to perform such work; the Library has insufficient equipment to perform such work; or a change in technology or the reasonable unavailability of qualified staff either on regular work hours or a reasonable amount of overtime, prevent the performance of such work in a timely manner.

3. The Library shall not use subcontracting where the purchase of equipment or training of employees is reasonable and practicable.

4. Subcontracting by the Library shall not result in the layoff of bargaining unit employees.

5. Two (2) Union representatives shall review Library records on contracted projects with a representative of the Buildings Department every six (6) months, from and after the ratification of this Agreement.

B. Volunteers and Temporaries. Except as otherwise provided with respect to Sunday hours in Article V, the Library shall not replace bargaining unit employees with substitutes, hourly employees or volunteers and the Library shall not utilize substitutes, hourly employees or volunteers so as to cause the downgrading of positions or the layoff of bargaining unit employees. Volunteers may also include practicum students and individuals from community service agencies and student projects. The Library may only utilize volunteers in accordance with the job description for volunteers set forth in Appendix C to this Agreement.

C. Substitute Policy. The Library may maintain a substitute pool. Substitutes may be used to cover vacation scheduling, sick leave, leaves of absence and to cover a vacancy pending the awarding of a position under the bidding or bumping procedures.

ARTICLE XVa: PROCESSING OF LIBRARY MATERIALS

The Cleveland Public Library is committed to maintaining the role of the Technical Services Department as a national leader in cataloging and in the provision of bibliographic and processing services. As a contributor to the OCLC database and as the host and provider to CLEVNET Libraries, the Library intends to maintain appropriate staffing levels. The Library and the Union are committed to providing materials to the public in a timely fashion. To that end, the following provisions are agreed to in regard to processing of library materials and related workforce protections:

A. MARC Records. The Library may purchase MARC records for titles released after October 1, 2004. The Library shall determine the best method of delivery of MARC records.

Technical Services staff or Public Service staff (as needed) shall create item records and spine or title labels for all materials. Technical Services staff shall inspect and edit basic

cataloging records in the Library's bibliographic database. Catalogers shall inspect and edit complex cataloging records and perform original cataloging in OCLC, LC and the Library's bibliographic database

B. Processing of Library Materials. The Library may acquire items from vendors with limited processing under the following provisions:

1. Mass Market Paperbacks ordered directly through the decentralized ordering system may be delivered with barcodes (supplied by CPL), date stamps and property stamp(s). MARC records will be purchased for inventory purposes and Technical Services staff or Public Service staff (as needed) shall complete the inventory process, attaching items to the appropriate records.

2. CDs and DVDs may be acquired with plastic shrink wrap removed by the vendor.

3. Juvenile and Young Adult paperbacks may be acquired from vendors with property stamp(s), date stamp and barcodes (supplied by CPL). MARC records may be purchased for inventory purposes and Technical Services staff or Public Service staff (as needed) will complete the inventory process, attaching items to the appropriate records.

C. Processing of DVD Materials.

1. DVDs ordered may be acquired with CPL identification, color stripe, barcode (supplied by CPL), index/shelf letter (first letter of title) and "donut" labels.

2. All other processing and inventory of DVDs shall be completed by CPL staff.

3. DVD materials ordered that are not subject to pre-processing shall be processed and inventoried completely by CPL staff.

D. Workforce Protections. Article XV.A.4 of this Agreement provides that use of vendors or subcontracting may not result in the layoff of bargaining unit employees. The parties agree that nothing in this Article shall be construed as altering those or any other contractual provisions. Further, no employees of the Technical Services Department shall have their hours reduced as a result of the acquisition of MARC records or approved vendor processing. They shall, instead, be assigned to other duties within their classification.

ARTICLE XVI: RETIREMENT AND SEPARATION OF SERVICE

A. Retirement.

1. All full time and part-time regular employees come under the provisions of the Ohio Public Employee Retirement System ("O.P.E.R.S"). The Library and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by O.P.E.R.S.

The total compensation payable by the Library to each employee in any period shall be reduced by the amount payable by the Library to O.P.E.R.S on behalf of the employee as a pick-up amount.

The Library agrees to O.P.E.R.S pick-up during the term of this Agreement.

B. Separation from Employment.

1. Employees who have less than ten (10) years CPL service on their retirement date shall not be entitled to payout of unused sick hours at the time of their retirement.

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2. Employees who have ten (10) years or more CPL service on their retirement date will, at the time of the retirement, be paid for twenty-five percent (25%) of unused sick hours up to five hundred (500) hours in cash at his/her current salary rate. No more than a total of five hundred (500) hours of unused sick time will be counted toward the maximum payout of one hundred twenty five (125) hours.

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3. Accumulated but unused vacation time, and accumulated but unused compensatory time will be paid to the employee upon termination of employment. Upon the death of an employee, accumulated but unused vacation time, and accumulated but unused compensatory time will be paid to the employee's beneficiary or estate.

4. A professional employee shall submit her/his resignation to the Human Resources Department by using the form approved by the Library at least one month prior to leaving the Library. A nonprofessional employee shall submit her/his resignation to the Human Resources Department by using a form approved by the Library at least two weeks prior to leaving the Library.

ARTICLE XVII: HEALTH AND SAFETY

A. Joint Health & Safety Committee. The Parties shall maintain a Joint Health and Safety Committee. The Library and the Union shall each have an equal number of representatives which shall not exceed three (3) from each party

1. The Committee shall make recommendations to the Human Resources Director or his/her designee, and shall be empowered to:

- a. review accident reports filed by bargaining unit employees;
- b. study reports filed by bargaining unit employees of possible safety deficiencies or problems;

c. recommend policies, guidelines and training programs for all aspects of health and safety within the Library except with respect to matters pending before a local, state, county, or federal government agency or a court of competent jurisdiction.

2. The Human Resources Director or designee shall respond in writing to written recommendations of the Committee no later than forty five (45) days after receiving the written recommendations, indicating the resolution and anticipated implementation for each recommendation accepted and the rationale for each recommendation denied. The Human Resources Director or designee may return issues to the Committee for additional information.

3. The Library will provide the Joint Health and Safety Committee with information relating to its responsibilities provided no information shall be disclosed to the Committee which is confidential, proprietary and/or which relates to a matter pending before a local, state, county or federal government agency or a court of competent jurisdiction.

4. Employees serving on the Health and Safety Committee, other than the Union Chairperson, will each be allowed up to twelve (12) hours annually of release time for meetings. In the event employees serving on the Health and Safety Committee need additional release time for meetings or for information gathering, Health and Safety Committee members may use a portion of the release time granted in Article IV.B.1. to employees serving on the Chapter Council, provided written notice is provided to the Library at least ten (10) days in advance of the proposed usage of paid release time.

B. In the event the federal, state, county, or city governments conduct an inspection or a test on one of the Library properties at the request of the Union or the Library or makes a routine test or inspection, the final report on the results of such an inspection or test that relate to the health or safety of the employees that is provided to the Library shall also be provided to the Union.

C. Healthcare Committee.

1. The Healthcare Committee shall include two (2) representatives designated by the Union and two (2) representatives designated by the Library. The Library will provide release time for mutually scheduled meetings, and if an employee was scheduled to work during such meetings, the employee will be compensated for such released time. Union participation in the Healthcare Committee shall not be construed to be a waiver of the Union's right to negotiate with respect to changes, if any, in healthcare benefits as provided in this Agreement.

2. The Healthcare Committee shall meet at mutually agreed times to explore group health insurance plan alternatives and coverage options for full-time and part-time regular employees and to explore vision coverage options. The Healthcare Committee shall make

recommendations regarding healthcare to the Director or designee of the Director, with a copy to the SEIU District 1199 Executive Board Member(s).

ARTICLE XVIII: PROHIBITION OF STRIKES AND LOCKOUTS

A. The Union, for itself, its agents, representatives and members, agrees that, during the term of this Agreement, neither it nor they will directly or indirectly instigate, finance, participate in and/or assist any strike, slow down, work stoppage, non-informational picketing, call-ins, failure to report to work or interference of any kind with the Library's operations, deliveries and suppliers, whether the same be in connection with a dispute between the Union and the Library, or between the Union and any other union with any other employer, or between the Library and any other union or organization, group or individual.

B. The Library agrees that there will be no lockout during the term of this Agreement.

C. The Union shall at all times cooperate with the Library in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any violation of this Article occurs, the Union shall promptly notify employees that the strike, slow down, non-informational picketing, work stoppage, call-in or failure to report to work and/or other interference is prohibited and not in any way sanctioned or approved by the Union. Further, the Union shall also promptly request all employees to cease such conduct and to return to work at once.

ARTICLE XIX: AUTHORIZING OF ARTICLES

An employee authoring an article may identify herself/himself as an employee of the Library and may mention the Library in such article, provided that the employee indicates that the article is written in her/his individual capacity and not as an employee of the Library, and does not necessarily represent the views of the Library, and further indicates that the Library is in no way responsible for contents of her/his article. A copy of such writing shall be submitted to the Director prior to publication.

ARTICLE XX: MISCELLANEOUS

A. Staff Quarters.

1. Facilities are provided for the comfort and convenience of all employees in the Main Library building and in each branch. Included are staff lounges, eating facilities, and rest rooms.

2. The cafeteria will be maintained as a facility closed to the general public.

3. The Library will provide the employees at Main Library with rest facilities at Main Library.

4. The Library and its branches shall be smoke-free institutions and smoking shall be prohibited within the buildings and Library-owned vehicles. Employees who wish to smoke will be permitted to do so in a designated outside smoking area at each Library location; provided, however, night crews shall not be permitted to smoke within a Library location or Library-owned vehicle, due to security requirements.

B. Garnishment of Employees Wages. The garnishment of an employee's wages is governed by Federal law: United States Code, Title 15 (Commerce and Trade), Chapter 41, Subchapter II, Sections 1671 through 1677.

1. When the garnishment of an employee's wages is ordered, the Human Resources Department will notify the employee before any money is deducted from his/her salary, provided the Library has received prior notice from a court of competent jurisdiction.

2. A copy of the order will be placed in the employee's personnel file, as will any other records dealing with the case.

C. Public Library Employees Credit Union. Any employee of the Library may join the Public Library Employees Credit Union for the purpose of saving or borrowing money, and payroll deductions may be arranged for deposits or repayment of loans. The Credit Union is a voluntary organization, and its own rules and regulations will govern its relationships with its members.

D. Infrequent Time Allowances With Pay.

1. An employee receiving American Citizenship shall be allowed time not to exceed seven and one half (7.5) hours on the day he or she takes the oath of allegiance to the United States.

2. Full-time employees required to report for physical examinations for military service may use sick leave time for this purpose.

E. Reimbursement of Mileage. Authorized automobile travel expenses shall be reimbursed at the prevailing IRS rate to be effective so long as the rate change is approved by the Library Board of Trustees.

F. Labor Management Committee.

1. The Library and the Union shall jointly establish a Labor Management Committee (LMC) to improve communication and address problems and concerns that arise during the life of this Agreement. The LMC may also work jointly on special projects. The LMC will not address active grievances or changes to contract language.

2. The LMC shall consist of three (3) members appointed by the Library and three (3) members appointed by the Union. One designated District 1199 Executive Board Member and the Library Deputy Director or other designated Administrator shall be members of the LMC and part of the three members from each party.

3. The LMC shall establish its own procedures and meet monthly at mutually agreeable times for up to two (2) hours. The Library will provide release time for the LMC meetings. In order to call a meeting, either party must submit a written agenda describing the topics of discussion. If the parties mutually agree that there is no business to be discussed at a given meeting, they may mutually agree to cancel the meeting.

4. **The LMC will re-convene by November 5, 2012.** The LMC may address any issues consistent with its charge and authority according to the contract. The LMC is specifically charged with discussing the following issues during the time period from November 2012 through the start of contract negotiations after the passage of the Library levy: job bidding, flex-time at Lakeshore Facility, and scheduling (including but not limited to Branches and Main, part-time regular scheduling and Saturday scheduling.) The LMC will make recommendations and forward them to the Director. The LMC may refer recommendations back to the Negotiating Team if a change in contract language is recommended or required. The LMC may not modify contract language.

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G. **Paperless Paychecks.** **The Library shall convert to a paperless system for payroll checks on or before April 2, 2010.** All employees must elect direct deposit to a bank account or debit card by April 2, 2010. If an employee does not make a direct deposit designation by April 2, 2010, the employee's payroll check will be deposited to a KeyBank PayWorks debit card. The Library will assume the set-up costs for debit cards and initial issuance costs for KeyBank PayWorks debit cards. The Library shall post information regarding the KeyBank PayWorks debit card on the Staff Center shortly after contract ratification.

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H. **Self Check-Out.** The Cost Savings Committee shall institute a pilot program for self check-out at a high circulation branch and evaluate the pilot program on an ongoing basis, as is financially feasible.

ARTICLE XXI: DRUG-FREE WORKPLACE

A. The Drug-Free Workplace Act of 1988 requires the Library to provide for a drug-free workplace if the Library wishes to receive grants from any federal agency. From time to time the Library seeks such grants from federal agencies.

B. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. Violations will be subject to discipline up to and including termination.

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 Library recognizes drug and alcohol dependency as a major health problem. The Library also recognizes drug and alcohol abuse and use as a potential safety and security problem. Employees who believe that they may require professional assistance in dealing with such problems are encouraged to seek professional counseling and/or treatment as may be appropriate through the employee assistance program or otherwise.

E. Commercial Driver's License (CDL Drivers). In the event that the Library acquires vehicles that require a CDL, the following provisions shall apply:

1. The Library will provide the SEIU District 1199 Executive Board Member(s) and SEIU District 1199 Administrative Organizer with written notice no later than ten (10) days after the Library and/or the Board of Trustees awards a bid on such a vehicle.

2. At the Union's request the Library shall meet with the Union to negotiate the impact of such change, including but not limited to licensing and training issues.

3. Employees in positions that require a CDL are required to be tested for drugs and alcohol under the requirements of the Omnibus Transportation Employee Testing Act of 1991. These requirements include pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up testing.

4. Employees who are assigned or promoted to a position requiring a CDL shall be subject to mandatory testing for alcohol and drugs only to the extent necessary to comply with state or federal laws or regulations requiring such testing. Such testing shall be conducted in accordance with procedures mandated by applicable government regulations.

5. The SEIU District 1199 Executive Board Member(s) or designee will be notified as soon as practicable following the drug/alcohol testing of a bargaining unit employee.

6. Transportation of an employee to a medical center for drug/alcohol testing will be performed or arranged by the Library, unless performed by a law enforcement agency or EMS personnel. Any testing requiring loss of time from work, including travel to and from a testing facility, will be compensated as work time.

7. Pending the results of a drug/alcohol test, the employee will be considered first on paid sick leave, if available, or second, on paid vacation leave, if available. If no paid leave is available the employee will be granted an unpaid leave. If test results are negative, the

employee will be returned to duty and any paid leave taken will be restored and any unpaid leave taken will be converted to pay for the employee.

8. When an accident involving a Library vehicle requiring a CDL occurs, the driver must immediately notify the designated supervisor of the department to report the accident. If the accident occurs after Main Library closing time and before 7:00 a.m. the following morning, the employee shall notify the designated staff member to report the same.

9. Drug/alcohol testing will be conducted by an independent, qualified Department of Transportation certified medical center, and proper chain of custody procedures will be observed for samples. The medical center, following Department of Transportation regulations, will keep a second urine specimen available for an independent, employee paid testing. Availability of this specimen will be arranged with the medical center by the employee.

10. If the employee fails to remain available for a drug/alcohol test or refuses such testing, he/she will be subject to disciplinary action up to and including discharge consistent with the requirements of just cause.

11. In the event of a positive test result, the employee may be subject to disciplinary action consistent with the requirements of just cause.

12. Results of drug/alcohol testing performed hereunder will be considered medical records and shall be treated as confidential to the extent permitted by law.

13. The Grievance Procedure shall be available for all disputes or discipline relating to drug/alcohol testing.

F. Post-Accident Testing.

1. Employees may be drug/alcohol tested if the following conditions occur (where permitted by applicable federal, state and local law):

a. CPL has a reasonable suspicion for believing that drug and/or alcohol use by the employee to be tested was a contributing cause of a reported injury or accident; *and*

b. the injury or accident resulted in disabling personal injury requiring immediate hospitalization for any person or property damage more than \$750.00, and

c. Reasonable Suspicion: Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol where there is reasonable suspicion to believe that the employee was impaired by the use of drugs and/or alcohol and that such impairment was the primary cause of a reported injury or accident which resulted in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$750.00.

Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior not reasonably attributable to other potential causes, **Observed use, possession, or sale of illegal drugs.** Apparent physical state of impairment of motor functions, marked changes in personal behavior not attributable to other facts, either over a period of time or on an occasion; and violations of criminal law statutes or ordinances involving the use of illegal drugs, alcohol, or prescription drugs and/or violations of drug or alcohol statutes.

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2. Drug testing under this Section will be applied in a neutral fashion, to foster a safe work environment, and only to identify drug/alcohol use in the recent past. All drugs testing shall be conducted in Ohio Department of Health licensed or SAMHSA accredited alcohol or drug laboratories.

3. The Employer may test for the presence of alcohol through the collection of urine or testing of breath. All procedures and protocols for testing of an employee's urine for alcohol shall conform to the methods and procedures set forth in federal regulations. Regardless, the Employer shall always be required to collect a split specimen. The threshold concentration level for a positive test will be 0.04 g/dL.

4. The Employer will test for the use of controlled substances or the unlawful use of prescription drugs through the collection of urine, or blood, if the employee is unable to provide a urine sample within two (2) hours. All procedures and protocols for collection and testing of an employee's urine, or blood, if applicable, for controlled substances or the unlawful use of prescription drugs shall conform to the methods and procedures set forth in applicable federal regulations. Regardless, the Employer shall always be required to collect a split specimen.

Except as noted below, the threshold concentration levels for positive tests will be as follows:

*Marijuana	See below		
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines			
AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine	250 ng/mL
MDMA			
	500 ng/mL	MDMA	250 ng/mL
		MDA	250 ng/mL
		MDEA	250 ng/mL

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5. The term "controlled substance" shall mean any drug included in Schedules I through V, as defined by Section 802(6) of Title 21 of the United States Code [21 U.S.C. 802(6)1, (e.g., cocaine, marijuana, valium, morphine) the possession of which is unlawful under Chapter 13 of that title. The term does not include the use of prescribed drugs that have been legally obtained and are being used for the purpose for which they were prescribed unless the employee does not notify the Employer's privacy officer of his or her prescription for medicinal marijuana.

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6. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries.

7. Once an employee is notified of a post-accident drug and/or alcohol test, the employee must immediately report to the testing facility.

8. If the post-accident drug and/or alcohol test result is negative, the Employees must report back to work immediately following the drug and/or alcohol testing.

9. Testing Procedures

a. Any employee who is sent for drug and/or alcohol testing must adhere to the following procedures:

- i. Once the employee arrives at the testing facility, he or she must remain within the testing facility department.
- ii. The employee may not leave the testing facility department for any reason.

1. The employee may not go to the restroom outside of the testing facility department.
 2. The employee may not drink water or any other liquids without direction from a testing facility employee.
 3. The employee may not drink any water or other liquids outside of the testing facility.
- iii. If the employee engages in any of the conduct listed in paragraph a(ii) above, this action or action of this type will be considered a refusal to test, and the employee will be subject to discharge.
- b. Any employee who refuses a drug and/or alcohol test or produces a sample that is deemed altered or substituted by the testing facility and/or MRO, is subject to discharge.
 - c. Employees have two (2) hours to provide a sample. Within these two (2) hours, no more than forty (40) ounces of water is permitted for testing.
 - d. The testing facility will notify CPL within one (1) hour if the employee sent for testing is unable to produce a sample.
 - e. Employees must present identification at the time of the test. If an employee fails to provide proper identification, this will be considered a refusal to test.

Employees must inform the testing facility and or the Medical Review Officer (MRO) of any medications that he or she takes that may alter the test results and/or any medical conditions that may delay testing.

The testing facility shall collect a split specimen.

10. Positive Test

- a. Any employee whose test result is positive will be relieved from duty and ordered to contact CPL's **Director of Human Resources**.
- b. If a test is positive, *an* employee shall have the right to require the Employer to test the split specimen for the presence of prohibited levels of unlawful drugs or alcohol. If the split specimen is negative, then the Employer shall conclude the employee tested negative.

Commented [EKT21]: Housekeeping: Replace with Chief of Human Resources and Inclusion Officer.

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ARTICLE XXII: NEGOTIATION PROCEDURES

A. The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Library and the Union and shall be the exclusive procedures to be followed by both parties.

B. Either the Library or the Union may initiate negotiations by letter, at least sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration date of this Agreement. At that time, the Library and the Union will notify SERB of the commencement of negotiations and further advise SERB of the parties' agreement that the impasse procedures identified in this contract will be employed in place of procedures alternatively provided in O.R.C. 4117.10, 4117.14 and related sections.

C. Negotiating teams shall be composed of not more than nine (9) members. The Library and the Union will identify the members of their negotiating teams. Each team may have up to three (3) additional persons as consultants, including chief negotiators or legal counsel.

D. The first negotiation session shall be held within fourteen (14) calendar days of the date the Union or the Library notifies the other party that it has a proposal to present.

E. The scope of negotiations shall be governed by O.R.C. 4117.08.

F. Either party may invite observers to negotiating sessions with prior notice to the other party at least twenty-four (24) hours in advance.

G. When tentative agreement is reached through negotiations, the tentative agreement shall be reduced to writing and shall be submitted to the Union membership for ratification. After ratification, the tentative agreement will be submitted for approval to the members of the Board of Trustees at its next meeting or at a meeting called specially for that purpose.

H. If either party determines that differences of position are so substantial that further negotiations may not produce a satisfactory agreement, or in the event no agreement has been reached prior to the expiration date of the present Agreement, either party may request the Federal Mediation and Conciliation Service (FMCS) to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement.

If, after thirty (30) days from the first meeting with a federal mediator, the Union believes that negotiations cannot be resolved through the procedure outlined above, the Union may engage in a strike upon ten (10) days prior written notice to the Library and to the State Employment Relations Board; provided however, that a strike may not commence prior to the expiration of any collective bargaining agreement or extension thereof.

In the event of a work stoppage, the Library shall have such rights and remedies as are afforded to a public employer by virtue of the laws of the State of Ohio.

ARTICLE XXIIa: DRIVER'S RECORD CHECK PROCEDURES

A. Definitions.

1. Regular Driver. An employee that: 1) is required by his/her Library position assignments to drive a CPL vehicle; 2) requests to drive a CPL vehicle; or 3) drives his/her own personal vehicle on Library business more than twenty four (24) times in a calendar year. Day shift custodial employees at Main Library and Lakeshore will be deemed to be Regular Drivers.

2. Occasional Driver : An employee that drives his/her own personal vehicle on Library business twenty four (24) or fewer times in a calendar year. Branch and night shift custodians will be deemed to be occasional drivers.

B. Procedures For Regular Drivers.

1. All Regular Drivers who attain a position that requires driving a Library vehicle shall be required to take a one-day defensive driving course, to be taken within thirty (30) calendar days of attaining such position.

2. All Regular Drivers shall sign a "Regular Driver 's Agreement" established by the Library that outlines each Regular Driver 's reporting responsibilities/procedures relating to the driver's record including, but not limited to, violations, citations, driver's license suspensions, and revocations. (See Appendix D). All Regular Drivers must sign an authorization form, which permits the Library to conduct a driver's record check. (See Appendix E).

3. All Regular Drivers shall promptly report any accident as outlined in Procedure J504 and in accordance with the Regular Driver 's Agreement.

4. The Library shall require all Regular Drivers to maintain "an insurable driving status, per the standards of the Library's fleet insurance carrier" for position descriptions of Library employees required to drive Library vehicles, such as Driver, Computer Networking Technician, Maintenance Mechanic, Custodian II day shift at Main Library and Lakeshore, Automotive Mechanic, Mobile Services employees, Carpenters, and Painters.

5. All Regular Drivers who use a Library vehicle at the Lakeshore facility shall contact the Security Guard at Lakeshore to reserve a Library vehicle.

6. Maintenance of the Regular Driver's List

a. The Facilities Department shall maintain the Regular Drivers' list, which shall consist of all employees who meet the definition of a Regular Driver. The Human Resources Department will be the only Library department permitted to add or remove names from the Regular Drivers' list.

b. All Regular Drivers must sign an authorization form, which permits the Library to conduct a driver's record check. Such checks will occur annually and until the Regular Driver is no longer employed at the Library, or becomes an occasional driver.

c. The Human Resources Department shall inform the Department Supervisor/Manager/Foreman, Facilities Department, and the Regular Driver if the record check shows a record that may not be insurable. The Human Resources Department shall then investigate and initiate further actions, including discipline if necessary, with the employee.

d. A Regular Driver who refuses to sign a driver's check authorization form may be subject to removal from his/her position and to discipline, up to and including termination.

C. Procedures For Occasional Drivers.

1. Occasional Drivers shall be required to present a copy of a valid driver's license and current proof of insurability at the request of the Library when reimbursement is requested for Library business mileage driven in a personal vehicle.

2. Request for Time and Expense, Form #049, rev. 6/2001, shall be revised to include a statement that those driving a Library vehicle or a personal vehicle to attend a conference/seminar must have an insurable driving record (i.e., not more than six (6) points and/or multiple citations on the driver's record) and a valid driver's license.

3. Claim for Reimbursement, Form #024, rev. 6/96, shall be revised to include a statement that those driving a personal vehicle on Library business and requesting reimbursement, must have an insurable driving record (i.e., not more than six (6) points and/or multiple citations on their driver's record) and a valid driver's license.

4. Forms #049 and #024 will be put in electronic format and placed on the Staff Center when they become available.

5. If the Accounting Department identifies a driver who is seeking reimbursement and who has driven more than twenty four (24) times in a calendar year and the employee is not on the Regular Drivers' list, the Accounting Department shall not process that reimbursement request. The Accounting Department shall return the request to the employee. The Accounting Department shall then notify Human Resources of such instances, for follow-up with the employee. The employee may be reimbursed once he/she is checked per the Regular Driver criteria and is added to the Regular Drivers' list.

D. Disciplinary System.

1. If a driver's record check shows that a Regular Driver has six (6) points or more or multiple citations in a three (3) year period, the steps, outlined below, will be followed

for those drivers. However, the circumstances of the employee's specific position and the business needs of the Library will be the primary considerations in proceeding in such circumstances.

2. Six (6) points or multiple violations in a three (3) year period will require an employee's name to be removed from the Regular Drivers' list. Successful completion of a mandatory defensive driving course, at the employee's expense, will reinstate an employee's name and status as a Regular Driver. The driver's record will then be checked semi-annually for one (1) year. If another citation is earned during that period (whether for points or not when he/she has six (6) points), the driver will no longer be eligible to drive a Library vehicle or drive a personal vehicle on Library business. Occasional drivers may use public transportation on work time to attend required work assignments if they are no longer eligible to drive.

The Library will assign other custodial, non-driving duties as may be available at Main and Lakeshore for no more than two custodians at Main and for no more than one custodian at Lakeshore for a maximum of three months. If the employee's record is not cleared during this three-month period, the employee can take a personal leave of up to nine months where he/she can bid for non-driving duties. If the employee's driving record is not cleared after the end of such nine-month period, the employee shall be removed from the seniority list.

3. Employees whose driver's check indicates a suspended/revoked license shall be immediately withdrawn from driving Library vehicles and may be subject to discipline, up to and including termination.

4. Employees found to have DUI, DWI, or Reckless Operation citations and points on their driver's records may be removed from their driving responsibilities, from any Library position that requires driving and may be subject to discipline, up to and including termination.

Points and/or citations noted on an employee's record in a record check that were not previously communicated to the Library could subject the employee to discipline, up to and including termination.

5. Actions regarding a driver's record will be formally noted in his/her employee record.

E. Accommodations.

1. Accommodations may be made for an employee who cannot drive, when driving would be a regular part of his/her position responsibility, as a result of a serious health condition as certified by his/her health care provider. Accommodations may also be made for employees that cannot drive, when driving would be a regular part of their position

responsibilities, as a result of a permanent disability. Circumstances of the specific position and the business need of the Library must be considered in such cases.

ARTICLE XXIIb: MOBILE LIBRARY UNIT

A. A premium of \$1.25 per hour will be paid to the employee driving and one backup driver for a mobile unit which does not require a Commercial Driver's License (CDL). A premium of \$1.50 per hour will be paid to the employee driving and one backup driver for a mobile unit which does require a CDL. The hourly premium applies for all time the driver and backup driver are assigned to work on the mobile unit. In addition, the driver and backup driver who perform services for up to half (.5) hour of daily preparation time before and/or after road time will receive the premium for such time spent performing road ready checklists and general preparation duties.

B. Premium pay does not apply to sick time, vacation time, holidays or other paid time off. Furthermore, it is understood by both parties that any unpaid time off or off-road time shall not be eligible for premium pay. This shall include but not be limited to: lunch breaks or other unpaid time; the time an employee is scheduled at the Mobile Library Unit office; scheduled vehicle maintenance or off-road time; or unanticipated off-road time due to mechanical difficulties, weather conditions, or other causes.

C. Overtime for employees eligible for premium pay shall be calculated on the basis of one and one half (1.5) times the sum of the employee's base pay plus premium pay.

1. Employees who work on holidays when the Library is normally closed shall be compensated in accordance with Article VI.A. of the Collective Bargaining Agreement. Premium pay shall be included if the employee is scheduled as the driver or backup driver.

2. Overtime and holiday work shall be scheduled on a rotating basis for those qualified to do the work, in accordance with Article V.E.4. Overtime or holiday work shall be offered to bargaining unit Mobile Library Unit employees prior to offering such work to bargaining unit employees from other branches or departments, non-bargaining unit employees or substitutes .

D. Notwithstanding the provisions above, Mobile Library Unit employees who may be called upon to work on a sixth and/or seventh day in one week shall be paid one and one half (1.5) times their applicable rate of pay for all hours worked on the sixth and/or seventh day. In these circumstances, the driver and backup driver shall receive premium pay calculated on the basis of one and one half (1.5) times the sum of the employee's base pay plus premium pay.

E. A substitute pool may be maintained by the Library to fill staffing needs. Substitutes will not be used to avoid creating positions or adding staff hours for the Mobile Library Unit.

F. Notwithstanding the provisions above, the Mobile Services Manager shall be scheduled as one of the drivers when the Library deems it necessary.

G. If a Commercial Driver's License (CDL) is required for drivers or backup drivers of any Mobile Library Unit in accordance with the federal or state regulations, the following provisions shall apply:

1. The Library will provide the SEIU District 1199 Executive Board Member and SEIU District 1199 Administrative Organizer with written notice no later than ten (10) days after the Library and/or the Board of Trustees awards a bid on such a vehicle.

2. At the Union's request the Library shall meet with the Union to negotiate the impact of such change, including but not limited to training issues and drug testing.

H. Mobile Library Unit employees may be required to participate in the regular branch-wide system of Saturday rotations.

1. The Mobile Library Unit employees may be required to work a Saturday rotation on the Mobile Library Unit. The Library shall provide a sixty (60) day notice to the Union to discuss effects. No Mobile Unit employee shall be required to work more than one in two Saturdays.

- I. The Mobile Library Unit employees will neither make change nor conduct cash transactions of any kind.

J. The Library shall ensure that the Mobile Library Unit is staffed by at least two (2) employees at all times. Generally, garage employees will be present when the Mobile Library Unit departs. Furthermore, security employees (in-house or contracted) will generally be present upon arrival at the garage at the end of a vehicle run.

1. The Library shall instruct the employees in security procedures prior to the first run of each Mobile Library unit. The Library shall review such procedures with the employees as necessary, allowing the employees to provide input in addressing new situations and concerns as they arise.

K. The Library will equip the Mobile Library Unit with a variety of communications equipment which may include but not be limited to a cell phone, an emergency two-way radio, a Global Positioning System (GPS) receiver, and a pager for weather alerts.

L. The Library shall provide the Mobile Unit employees with training and orientation prior to using the unit for public service. Such training and orientation shall include but not be limited

to orientation to the vehicle, instruction in driving and operating the vehicle, and training which provides hands-on driving practice for all Mobile Library Unit employees.

ARTICLE XXIII: WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited opportunity to make proposals with respect to any subject not removed by law from collective bargaining, and that all agreements arrived at by the parties after their exercise of such opportunity are set forth in this Agreement.

Accordingly, for the life of this Agreement, each party voluntarily waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to or covered in this Agreement.

ARTICLE XXIV: DURATION

This Agreement shall become effective from January 1, 2017 to midnight, December 31, 2019 and thereafter from year to year unless at least sixty (60) days but not more than one hundred twenty (120) days prior to said expiration date, or any anniversary thereof, either party gives written notice to the other of an intent to negotiate on any or all of its provisions.

Nothing in this Article shall be deemed to prevent an agreement between the Library and the Union to extend the termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____
day of _____, 2018.

Felton Thomas, Jr., Executive Director and CEO, Cleveland Public Library

Becky Williams, SEIU District 1199 President

Appendix A

INSERT SALARY TABLES FOR 2017, 2018 AND 2019

APPENDIX B -- Bargaining Unit Classification Grades

CLEVELAND PUBLIC LIBRARY BARGAINING UNIT CLASSIFICATION GRADES

GRADE: J

Acquisitions Coordinator
Catalog Coordinator

GRADE: I

Acquisitions Librarian – Serials
Senior Catalog Librarian
Special Collections Project Librarian
Services to Seniors Librarian
History Collection Librarian
Map Collection Librarian
Senior Subject Department Librarian
CLC Librarian
Photograph Collection Librarian
Early Childhood Coordinator
LBPH Librarian
School Age Coordinator
Teen Coordinator

GRADE: H

Children's Librarian
Teen Librarian
Adult Librarian
Network Specialist
Website Coordinator
Subject Department Librarian
Acquisitions Librarian
Catalog Librarian
High Demand Librarian
Collection Management Librarian

GRADE: G

Web Applications Specialist

GRADE: F

Graphics Designer
Library Assistant – Mobile Services
Library Assistant – Computer Emphasis
Library Assistant – Adult Emphasis
Library Assistant – Youth Emphasis
Library Assistant – LBPH
Subject Department Library Assistant
Catalog Assistant
Acquisitions Assistant – Serials
Computer Networking Technician
Telecommunications Technician
Carpenter
Maintenance Mechanic

GRADE: E:

Accounting Specialist
Audio-Video Equipment Specialist
Shelf Department Assistant
Acquisitions Assistant
Preservation Assistant
Automotive Mechanic
Painter

GRADE: D

Offset Press Technician
Print Production Specialist
Accounting Clerk
Library Systems Application Clerk
Lending Department Coordinator
Subject Department Senior Clerk
Preservation Senior Technician
Receiving & Distribution Associate
Technical Services Associate

GRADE: C

Senior Clerk – LBPH
Lending Department Senior Clerk
Materials Processing Assistant
Technical Services Senior Clerk
Custodian III
Driver

GRADE: B

Receptionist
Branch Clerk
Electronic Duplicating Technician
LBPH Clerk II
Youth Services Clerk
Subject Department Clerk
Materials Processing Senior Technician
Receiving & Distribution Technician
Shipping Clerk
Custodian II (Days & Branches)
Custodian II/Clerk
Shipping Clerk – LBPH

GRADE: A

Lending Department Clerk
Shelf Department Clerk
Materials Processing Technician
Technical Services Clerk
Custodian I (Night Shift)
Preservation Technician

APPENDIX C -- Position Description for Volunteers

POSITION DESCRIPTION

TITLE: VOLUNTEER

REPORTS TO: Branch Manager/Department Head

JOB PURPOSE: Under close supervision, performs library support activities for library/public service. Work includes duties such as those listed below:

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Complies with work scheduling and attendance requirements and duties as discussed with supervisor.
2. Consistently presents Cleveland Public Library and its services in a positive manner and adheres to customer service guidelines and procedures as established by the Library.
3. Assists with bulletin boards and displays under supervision.
4. Provides assistance with crafts in children's programming under supervision.
5. Picks up books and stray materials from around the Library, pushes in chairs, and performs other tidiness duties.
6. Maintains clipping files.
7. Greets patrons and conducts tours of the Library.
8. Listens to book reports for Library-sponsored reading clubs.
9. Assists and/or participates in storytelling and Library programs under supervision.

Volunteers will not be used to replace bargaining unit positions or used in such a way to reduce staffing levels or avoid or delay filling vacated Bargaining Unit positions. The Library shall utilize volunteers to perform Library support activities which add value to the Library and public service.

Guidelines for Volunteers

1. All volunteers age 18 years or older must pass a background check, physical, and drug test prior to placement in compliance with the Library's hiring practices for employees.
2. The Human Resources Department and the host location manager will jointly provide project coordination and oversight of volunteer placement and scheduling.
3. The host location manager will ensure that paperwork, time sheets, and other work records for the volunteers are filed accurately and in a timely manner. The manager will address any disciplinary or compliance issues arising with any volunteer. Any such concerns should be brought immediately to the attention of the Human Resources Department. At no time will host location Bargaining Unit employees directly address disciplinary or compliance issues with volunteers. All such issues must go through the Human Resources Department.

4. Each volunteer shall be provided with a copy of this volunteer job description (contained herein as Appendix C) and the host location manager shall act as the volunteer's supervisor/manager. Volunteers must be introduced to all staff members at their host location and be provided with a copy of their schedule for the duration of the project during their orientation at the host location. A copy of this volunteer job description shall be posted at a place accessible to all staff at the host location. Any changes in assignment or schedule shall be noted both on the volunteer's copy and on the posted description/schedule and be initialed by the host location manager.
5. At no time shall any Bargaining Unit employee be forced to work with volunteers if they choose not to do so. Any Bargaining Unit employee who chooses not to work with volunteers must be completely free from any implied or actual censure for this choice and must not be subject to negative evaluation or any negative effect stemming from their decision.
6. No volunteers shall be permitted to access staff computer terminals with access to the patron database (SIRSI WORKFLOWS.)
7. At no time may a volunteer handle cash or payments including fines, payments, refunds, and copier and/or cash drawer/register receipts. Volunteers may not "pay," waive, or forgive fines in the patron database.
8. At no time shall a volunteer charge or discharge library materials. At no time may a volunteer access his or her own or another patron's library record in the SIRSI database.
9. At no time may volunteers set aside new, returned, or newly-discharged items for their own use or that of family members or friends. All items to be charged out must either be selected on non-work time from public shelves available to all patrons or placed on hold and properly received through the hold system prior to being checked out.
10. At no time may volunteers be permitted to have access to or use host location keys or security system codes.
11. Should any questions or concerns arise regarding the role, assignments, or access provided to program volunteers, Bargaining Unit employees are encouraged to speak to their supervisor/manager and contact a Union Delegate so that the issue may be addressed immediately. No Bargaining Unit employee shall be subject to any negative actions or investigations as a result of their bringing forward such concerns or questions in accordance with the procedure described herein.
12. Any concerns regarding the use of volunteers will be addressed immediately and jointly by the Union and the Human Resources Department. Nothing contained in this agreement shall limit the Union's rights under the Ohio Revised Code and any other applicable law, rule or regulation.

APPENDIX D -- Regular Driver's Agreement

Cleveland Public Library Regular Driver's Agreement

As a regular driver (as defined [below and](#) in Article XXIIa of the [SEIU District 1199 Contract](#)), I hereby agree to the following:

I agree to inform the Cleveland Public Library of any license suspension, revocation, cancellation, lost privilege or disqualification. (Such notice must be made no later than 72 hours following the day on which the employee received notice of the action).

I agree to inform the Cleveland Public Library within 30 (thirty) calendar days of any conviction of a moving traffic violation. Note: Parking tickets are not moving violations and are, therefore, not included in this requirement.

I agree to immediately inform my immediate supervisor (or designee) of any motor vehicle accident in which I am involved while on the job.

Employee's Name – Please Print

Employee's Signature

Date

Human Resources Representative Name
(Please Print)

Human Resource - Signature

Date

[Definition of a Regular Driver](#)

A Regular Driver is an employee who:

1. is required by his/her Library position assignments to drive a CPL vehicle;
2. requests to drive a CPL vehicle; or
3. drives his/her own personal vehicle on [library](#) business more than twenty-four (24) times in a calendar year.

Commented [EKT23]: Housekeeping: capitalize Library

APPENDIX E -- Driver's Record Check Authorization/Notification

CLEVELAND PUBLIC LIBRARY NOTICE REGARDING DRIVING RECORD INVESTIGATION

This is to inform you that as a part of the Cleveland Public Library's procedure for processing employment applications and during employment of regular drivers, [nonunion and/or union staff members](#), as defined in Article XXIIa in the Collective Bargaining Agreement, the Library may obtain from a [credit reporting](#) agency a consumer report containing information related to your driving record.

The Cleveland Public Library will not obtain such a report without your signed authorization. This disclosure and the accompanying authorization are continuing in nature unless an employee's status changes from that of a regular driver to that of an occasional driver.

The Cleveland Public Library complies with the Fair Credit Reporting Act, which provides consumers with rights regarding consumer reports and which places specific obligations on employers using consumer reports.

DRIVING RECORD INVESTIGATION AUTHORIZATION

In connection with my employment with the Cleveland Public Library, I understand that investigative background inquiries will be made into my driving record [in connection with positions that require me to drive while on Library business and that the Cleveland Public Library will be requesting information from various agencies that maintain records concerning my activities related to my driving](#). I understand that such inquiries are being made into my driving record because I am considered a Regular Driver in accordance with Article XXIIa of the Collective Bargaining Agreement between SEIU District 1199 and the Cleveland Public Library. Further, I understand that the information obtained in regard to my driving record may be taken into consideration as follows for employment purposes as it relates to driving requirements and/or privileges.

1. Regular Drivers whose position requires the driving of Library vehicles must maintain an insurable driving status per the standards of the Library's fleet insurance carrier in order to be eligible for positions such as Driver, Computer Networking Technician, Maintenance Mechanic, Custodian II Day Shift at Main Library and Lakeshore, Automotive Mechanic, Mobile Services employees, [Carpenters and Painters](#). Failure to have and/or maintain an insurable driving status per the standards of the Library's fleet insurance carrier may make an employee ineligible to be considered for and/or to remain in a position required to drive Library vehicles.

2. Regular Drivers who request to drive a Library vehicle must maintain an insurable driving status per the standards of the Library's fleet insurance carrier. Employees who request to drive a Library vehicle (but are not required to do so by their position) must maintain an insurable driving status per the standards of the Library's fleet insurance carrier in order to be permitted to drive a Library vehicle.

3. Employees who are deemed Regular Drivers because they drive their own personal vehicle on Library business more than twenty four (24) times in a calendar year must maintain an insurable driving status per the standards of the Library's fleet insurance carrier.

Commented [EKT24]: Housekeeping:

Failure to do so may result in the employee being required to limit driving their own personal vehicle on Library business to less than twenty four (24) times in a calendar year.

I authorize the Cleveland Public Library to obtain from a consumer-reporting agency a report on my driving record from time to time during my employment with the Cleveland Public Library provided that I remain a Regular Driver as defined in Article XXIIa in the Collective Bargaining Agreement. I have been advised that this type of report is a normal part of the employment process for positions that require or may require the operation of a motor vehicle belonging to the Cleveland Public Library or the operation of my own vehicle for business on behalf of the Cleveland Public Library.

Print Full Name _____

*Last 4 digits of Social Security Number _____

*Date of Birth _____

Current Street Address _____

City, State, and Zip Code _____

Driver's License Number _____ State: _____

Applicant's Signature _____

* Date of Birth and last four digits of Social Security Number are being requested in order to obtain accurate retrieval of records.

Commented [EKT25]: Housekeeping

**EXHIBIT F -- NEGOTIATION TEAM CONSENSUS STATEMENT
(8/16/2017)**

**EXHIBIT G -- CPL REGIONAL BRANCH DISTRICTS
(KNOWLEDGE OFFICE 12/22/2016)**

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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN: Case No. 2016-MED-10-1259

Cleveland Public Library,
Employer

Date of Hearing: November 20, 2017

And

Date of Report: December 19, 2017

SEIU District 1199, WV/KY/OH
The Health Care and Social Service Union, CTW, CLC
Employee Organization

Meeta A. Bass, Fact Finder

FACT FINDER'S REPORT AND RECOMMENDATIONS

Appearances:

For Cleveland Public Library
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**On Behalf Of Service Employees International Union District 1199
WV/KY/OH, The Healthcare and Social Service Union CTW/CLC**
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INTRODUCTION

Case Background:

This case is a fact-finding proceeding between the Cleveland Public Library, hereinafter referred to as CPL, and the Service Employees International Union District 1199 WV/KY/OH, The Healthcare and Social Service Union CTW/CLC, hereinafter referred to as Union. The parties to this fact-finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement, a three (3) year agreement from January 1, 2014 through December 31, 2016 between the parties, expired.

BARGAINING HISTORY

The parties met and engaged in collective bargaining on the following dates:

09/16/2016, 10/18/16, 11/09/16, 11/18/16, 12/2/16, 12/6/16 12/7/16, 01/18/17 and 1/25/17.

The parties participated in mediation on the following dates:

03/22/17, 04/26/17 (with FMCS)

08/2/17, 08/16/17, 08/23/17 and 09/21/17 (with the undersigned Fact-finder)

The following Articles have not been opened by either party and no changes were proposed by either party:

Article I: Purpose
Article II: Recognition
Article IIa: Management Rights
Article VII: Vacations
Article VIIa: Education and Advancement
Article VIIb: Evaluations
Article VIII: Job titles and Changes
Article IX: Seniority
Article XI: Layoff and Recall
Article XVa: Processing of Library Materials
Article XVII: Health & Safety
Article XVIII: Prohibition of Strikes and Lockouts
Article XIX: Authoring of Articles
Article XX: Miscellaneous
Article XXII: Negotiation Procedures
Article XXIIa: Driver's Record Check Procedures
Article XXIIb: Mobile Library Unit
Appendix F: Negotiation Team Consensus Statement
Appendix G: Memorandum of Understanding

Proposals were opened but withdrawn for the following

Article: Article III: Grievance Procedure

The parties reached Tentative Agreement on the following Articles:

Article IV. *Union and Employee Rights, Section C. Equal Rights* – Agreement October 18, 2016; signed November 18, 2016.

Article IV. *Union and Employee Rights, Section I. Union Dues and Services Fees* - Agreement signed August 16, 2017.

Article V. *Hours of Work – Section A: Work Week* – to incorporate the terms of 2016 Memorandum of Understanding to increase to 28-hour regular schedule for part time employees and grandfather clause for employees at 20-24 hours who declined option to increase to 28-hour schedule.

Article VI. *Holidays and Special Closings* - Agreement and signed August 2, 2017.

Article X. *Position Changes and Posting* – Agreement and signed August 23, 2017.

Article XII. *Leaves of Absences* – Agreement and signed August 2, 2017. Article XIII *Leaves of Absences* - Agreement and signed August 23, 2017. Article XV: *Staffing* – Agreement and signed August 2, 2017.

Article XVI: Retirement and Separation of Service - Agreement reached at hearing

Appendix C. *Position Description for Volunteers* – Agreement December 7, 2016 and signed January 25, 2017.

Appendices D & E. *Driver's Agreement and Notice Regarding Driving Record Investigations and Driving Record Investigation Authorization* – Agreement and signed August 23, 2017.

Consensus Statement #3 – Agreement August 2, 2017 and signed August 16, 2017.

The parties to this fact-finding have had an ongoing bargaining relationship. The parties have met on several occasions to negotiate a successor agreement. However, unable to reach an Agreement, the parties declared impasse and proceeded to Fact-Finding. Pursuant to Ohio Revised Code Chapter 4117, Section 4117.14

(C), and by letter issued by the State Employment Relations Board of Ohio hereinafter SERB, the undersigned was appointed by the parties through to serve as impartial neutral fact-finder to hear, consider evidence and arguments, and report findings and recommendations pursuant to Ohio law. The parties agreed to extend the time period for the issuance of the findings of fact and recommendations of this Fact-Finder pursuant to the Ohio Administrative Code Rule 4117-9-05(G). Union submitted their proposal on Friday after 5:00p.m before the Monday hearing in reliance to the Agency handbook, and CPL submitted their proposal Sunday after 5:00p.m. but before the hearing due to computer/technology issues. Position statements with supporting documentation were submitted to the opposing parties and to the Fact-Finder prior to the hearing but not in accordance with statutory and administrative regulations. Both position statements were accepted, and parties were allowed to present evidence in support of their stated positions. The fact-finding hearing was held and concluded at the Cleveland Public Library in Cleveland, Ohio 44114 on November 20, 2016. The parties agreed that four (4) Articles remain open, and proceeded to Fact-finding.

The parties agreed that the Fact-finding report would be due on December 15, 2017, and granted an extension to the Fact-finder to December 19, 2017.

OPEN ISSUES

The remaining unresolved issues, Article V- Hours Work, Article XIV- Wage and Benefits, and Article XXI- Drug Free Workplace and Article XXIV- Duration are listed herein and a brief summary of the positions of the parties is provided along with a discussion and the recommendation of the Fact Finder. In making these recommendations, consideration was given to the factors set forth in Ohio Revised Code Section 4117.14 (G) (7) (a) to (f):

- Past collectively bargained agreements between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and the classification involved;
- Interests and welfare of the public, the ability of the public to finance and administer the issues proposed, and the effect on the normal standards of public service;

- Lawful authority of the public employer;
- Stipulations of the parties; and
- Such other factors, not limited to those above, which are normally or traditionally taken into consideration.

Description of Employer

The appointing authority is the Cleveland Public Library. The CPL service area includes the cities of Cleveland, Bratenahl, Linndale, Newburgh Heights, and a portion of Garland Heights. It had a 2010 population of 400,787 persons, 98,424 (24.6%) of whom are children under 18 years old and 70,115 (17.5%) are of school age (5 to 17). With 164,299 occupied housing units the average household size was 2.37. The majority (54.6%) of these household were renters (compared to 31.7 percent in the suburbs). The average 2010 population size among 29 services areas was 13,741.00. There is much diversity in the demographic and socioeconomic characteristics of its neighborhoods and branch service areas.

Based on data from the 2005-2009 American Community Survey (ACS), median household income in the CPL service area was \$28,064, which is lower than \$53,362 median among suburban households. Among persons age 25 and older in the services area an estimated 75.6 percent have a high school diploma (or GED) or more education. Approximately 13.8 percent have a bachelor's degree or higher education. Suburban residents have more education with more than 90 percent with a high school diploma and 34.1 percent with a bachelor's degree or more.

Description of the Bargaining Unit

A. Recognition Defined. The Board of Trustees hereby recognizes the Union as the sole and exclusive bargaining representative for the members of the bargaining unit defined below. This recognition shall be for the purpose of bargaining about wages, fringe benefits, hours and terms and conditions of employment.

B. The bargaining unit shall consist of all employees of the Cleveland Public Library employed on a full-time or part-time regular basis, excluding supervisory, managerial, confidential, seasonal, casual

employees and pages as defined and described by the State Employment- Relations Board in case number 86-REP-4-0146, as modified by the State Employment Relations Board in case number 01-REP-07-0168 on December 6, 2001, upon the merger of Service Employees International Union District 925 (Ohio) with Services Employees International Union District 1199. The classifications included in the bargaining unit are listed in Article XI, Section D.5.

C. There are approximately 400 individuals in the bargaining unit inclusive of librarians, assistant librarians, clerks, IT-clerks, and others.

FIRST ISSUE **Article V: Hours of Work**

Because of changes in today's society, CPL had to rethink and reassess the nature of its operations and organizational structure in an attempt to provide greater effectiveness and efficiency in providing services to the residents of its community. CPL initiated community discussion regarding the ways to improve the library operations and make the library more attractive as a resource for all ages. The community responded with a willingness to pay additional money to modernize buildings and provide for additional capacity, and in fact recently passed a levy with a projected revenue of eight (8) million dollars. Under its BOLD Plan, the CPL's first initiative seeks to renovate buildings to make them more attractive for its patrons. CPL's second initiative seeks to reorganize its operation in its branch to provide for additional resources and hours for its patrons. CPL's third initiative seeks to promote literacy for childhood development, adult literacy financial health and so forth. The last initiative seeks to develop and explore additional programs for funding its operation.

In 2014, CPL's Board of Trustee created an *ad hoc* committee it named "CPL 150." The Director and Board gave Public Services leadership a directive to organize CPL by district, based on the Cleveland Police Department (CPD) structure and patron usage. CPL 150 worked with Kent State University's Cleveland Urban Design Collaborative (CUDC), which was conducting studies regarding different neighborhoods. To that end, CPL and Union have submitted proposals for modification of Article V, Hours of Work.

Position of CPL

CPL contends that the Library is facing difficult challenges in maintaining effective neighborhood access to its resources. CPL asserts the importance of providing efficient and effective library services in today's evolving society. The study indicates that service areas overlap to some extent, especially among closely located libraries, and there is cross-usage at CPL's branches for various reasons, and the CPL is committed to making the studies recommendation a reality where applicable in the various branches. CPL asserts its priority in upholding the trust placed by the citizens in recognition of its objective under its BOLD Plan with the passage of the levy.

Position of Union

Union contends that other Bargaining Units at Cleveland Public Library and other public City of Cleveland employees have overtime computed by counting holidays and vacations days, as well other public employees in the City Of Cleveland also have these hours counted, and seeks parity with other CPL employees. Union asserts that employees who are required to work or accept extra hours are providing extra service to the Library and should not suffer the loss of overtime pay simply because a holiday occurs during the week of this extra work or when using prearranged vacation days. Union further asserts that issue of Saturday staffing at branches has been an ongoing concern which it has attempted to address in past collective bargaining sessions. Union asserts it is disingenuous for CPL to claim their proposals should be adopted when they have failed in the past to perform the studies they agreed, in writing, to perform. Raising this issue now places an unfair and completely unacceptable burden solely on members of the Union to solve it. Union has offered solutions to in the past to no avail. Further, the CPL's proposal does not take into consideration the hardship it places on numerous members who rely on public transportation system to travel to and from work. Union asserts that effective training of managers would eliminate these issues.

Discussion:

The current contract language in the CBA, Article 5, Section E.1 states that:

If the branch service model changes in any way including, but not limited to, reducing the number of branches and/or moving to a regional service model, the Library shall provide

the Union with a minimum of sixty (60) calendar days' notice. The Library and the SEIU District 1199 Executive Board Member(s) shall meet to discuss implementation and bargain over changes.

CPL has provided notice, and made the changes in Article E subject of bargaining. Both the CPL and Union have presented their respective proposals on Article 5. At the fact finding hearing the Union expressed its concerns that the studies as agreed to by the CPL had not been done. Union also expressed concern over the effect that the ability of CPL to reassign bargaining unit members, due to operational needs, the day of the occurrence. Finally, Union asserts that in the past the issues related to operational need in staffing arose from the failure of CPL staff to properly schedule. Union's proposal seeks to limit the CPL's ability to cause branch moves within the work day the day of an occurrence, and to allow CPL to continue to use substitute or employee volunteers. The CPL seeks to reduce the use of substitutes and minimize cost, and utilize its own workers when operational needs dictate. In its proposal CPL pays an additional \$1.25 per hour when a member is pulled from their respective home branch, travel time is on the clock plus the cost of transportation. Union asserts that members are familiar with their patrons, and patrons are accustomed to services provided by people they know, the "neighborhood librarian." Change is difficult for patrons, but the objectives of the BOLD Plan are also critical to modernize the library's appeal and service to its patrons.

Recommendation:

The CPL's proposal is recommended with the following exception:

Article V, Paragraph D of the Union's proposal is adopted.

SECOND ISSUE
ARTICLE XIV Wages and Benefits

POSITION OF CPL.

CPL contends that it did not budget for salary increases for 2017 or 2018 due to budget concerns. Notwithstanding CPL provided retroactive increases of two (2%) percent to members of Laborers Local 860 upon ratification of a new contract, as well as to all non-bargaining unit members. Each will also receive two (2%) percent increases beginning in January 2018 and January 2019. CPL contends that comparable libraries have received similar increases to that proposed by CPL. CPL submitted the *CBA Between Cuyahoga County Public Library and SEIU District 1199, a three (3) year contract: 1-1/2%/ 2% & tied to PLF/ 2% & tied to PLF*, the *CBA Between The Public Library of Youngtown and Mahoning County and Public Librarians Association of Youngtown, SEIU District 1199, a four (4)year contract*, allowing a two (2%) percent wage increase each year, and Medina Public Library, a three (3) year contact providing a two(2%) percent wage increase each year. CPL contends that the wages for its employees remain among the highest among similarly-situated library systems, and the proposed wage increase is comparable to similarly situated library-systems.

POSITION OF UNION

Union contends that its members have made concessions in wages and benefits over the last two (2) contracts, and Union seeks a wage increase across the board 5% for 2017, 4.5% for 2018, 4% for 2019, and 4% for 2020 and a ratification bonus of \$1,000.00 for full time employees and \$750.00 for part-time employees. Union argues that the Library has paid raises of nearly 25% to some administrative staff salaries. Union also requests a restoration of the frozen steps. Union contends that CPL has expanded its administrative staff and outsourced work with Care Works while decreasing the number of both Union personnel and overall staffing. Union's opines that its proposal will ensure qualified

staff is prepared to act as Lead Workers, and current practices have led to inadequate training for those needed to act in a Lead capacity. Union asserts that it is fair to include Union members in formulation of requirements and training of lead workers. Lastly these workers should also not be limited to branches as there is a need for this at the Main Library as well. Union contends that the Library has shown no compelling argument to change the formulation of the premium payments between the Union and Library. Current premium payments for part time employees effectively make the cost of obtaining insurance prohibitive for part time employees. Small adjustments in this will represent a small increase in the Library's overall costs but will make this insurance more affordable for part-timers.

DISCUSSION

CPL presented evidence to support its position regarding the general fund budget. In 2014, total operating revenue for CPL was \$54,721,547, and total operating expenditures were \$52,841,431 revenue/expenditures total \$1,880,116. In 2015, total operating revenue was \$53,332,782 and total operating expenditures \$53,617,393 resulting in revenue/expenditures total (\$284,611). In 2016, total operating revenue was \$52,070,001 and total operating expenditures \$53,918,430 mil resulting in revenue/expenditures total (\$1,848,429). In 2017, total operating revenue was \$52,504,032 and total operating expenditures \$55,304,803 resulting in revenue/expenditures total (\$2,800,770). In 2018, total operating revenue was \$51,802,670 and total operating expenditures \$56,365,109 resulting in revenue/expenditures total (\$4,562,439). If Return of Advances Out and Transfers or Advances Out are added, then net revenue/expenditures across the board are at a deficit. CBL agrees that it presently has a healthy General Fund unencumbered balance, but CPL continues to appropriate over certified revenues. The unencumbered balance in 2014, was 22.9 mil, 2015 was 24.4 mil, in 2016 was 21.3 mil, in 2017 a projected balance of 17.1mil, in 2018, a projected deficit of (\$12.6) mil.

The general rule is that certified revenue should equal Total Revenues to maintain a balanced budget. CPL submits in the past few years, appropriations have exceeded revenue. 2016 Public Library Statistics indicate that the average percentages of operating expenditures to operating revenues for Ohio Public libraries during 2016 was fifty-seven (57%) percent was allocated to salaries/benefits, twelve

(12%) percent to library materials, and twenty-two (22%) percent to other. The averages for CPL was higher than the state average with 68% allocated to salaries/benefits, fourteen (14%) percent allocated to library Materials and twenty two (22%) percent allocated to other, i.e., purchased contract services, supplies, capital outlay and miscellaneous. These averages were also higher than Columbus and Cuyahoga County Libraries. In 2017, the certified revenue equaled \$52.50 million. Operating appropriations are exceeding the certified revenue by 2.8 million, and the excess will be taken from the encumbered balance. It is projected that CPL is heading into 2018 with a \$4.6 million gap in net revenue/expenditures with the assumption of a 2% annual salary increase; current wellness point structure; 0% increase in medical premiums with current enrollment; 0% increase in dental, vision, life. 2018 projected Revenue is \$51.8 million with 65% or \$33.67 allocated to salary/benefits, 22% or \$6.73 mil allocated to Library material, and thirteen (13%) percent allocated to other.

A Salary Comparison Chart for the Cleveland Public Library, Akron-Summit County Public Library, Public Library of Cleveland and Hamilton County, Columbus Metropolitan Library, Cuyahoga County Public Library, Dayton Library, Toledo-Lucas County Public Library, and the Public Library of Youngstown and Mahoning County indicates that overall Cleveland Public Library is the highest paid in the State. A review of the hourly rates reveals that: The position of Librarian MLS Non-supervisor is paid between \$27.34 and \$40.17 per hour only Columbus Metropolitan equivalent positions pay a higher wage of \$44.22 per hour. The position of CPL Library Assistant is paid between \$ 22.42 and \$33.16 per hour whereas Columbus Metropolitan of \$54.38 per hour, Cuyahoga County pays \$39.97 per hour, Toledo Lucas County Public Library pays \$37.66 per hour and the Public Library of Cincinnati and Hamilton County pays \$36.95 per hour. The position of CPL Clerk is paid between \$15.58 and \$31.20 per hour. Cuyahoga County Public Library equivalent position pays \$15.67 per hour on the low end. The position of CPL IT Technician is paid between \$22.64 and \$41.98 per hour, no equivalent pays higher. Another

CPL position pays between \$16.58 and \$31.58 per hour. Cuyahoga County equivalent positions pays \$21.78 per hour on the low end.

The Union points out that all of these libraries are not unionized, and suggested Avon Lake, Lorraine County, and Portage County. Union contends that other library systems in the area have negotiated contracts with SEIU 1199 WV/KY/OH that include increases much greater than what CPL has offered in their proposal. Portage County District Library and SEIU District 1199 negotiated an agreement calling for increases of 9% over 3 years, including 4% in 2016. The Lorain Public Library System agreed to restoring step increases for employees not at the top of their pay scale for the first two years of an Agreement ratified in April of 2017 in addition to increasing the pay scale overall. The Avon Lake Public Library agreed in June of 2017 to increases totaling 8.5% over the coming three years. Cuyahoga County and SEIU 2017-2020 negotiated a 2-2-2-2 across the board increase.

The Union membership has its own economic concerns. From the salary comparison introduced by CPL, these bargaining members are deemed middle class. Members introduced and openly talked about their net incomes and keeping up with the cost of living. Pursuant to the Fact-finder Report regarding Case Number 2013 MED 10 1479, as certified to SERB on September 29, 2014, all members of the bargaining unit received a wage increase of 1.5% for each year of the CBA. Both parties agreed that the Fact-finder's recommendation was tied to the bargaining members' retention of the premium health insurance plan that terminated shortly after the report was issued as noted by the Fact-finder. Union asserts that it did not have the benefit of the premium plan throughout the term of the contract. CPL's other bargaining unit members through negotiation and non-bargaining employees were paid 2-2-2. Members were negatively impacted not just for the duration of the plan but the term of the CBA when they were also placed in the standard plan. While other employees were still enjoying the benefit of the increased wage during the second half of the contract, these employees received a reduced wage and were placed in the standard plan. The loss of real wages is further compounded because pension benefits are tied into wages. The Director stated that Union rejected an offer to increase the percentage after the fact-finding report was issued. The Union contends that the offer came prior to the fact-finding hearing, and the Union elected to proceed to fact-finding. Otherwise they would have accepted the same.

After reviewing all of the contentions, arguments and positions of the parties regarding wage and benefits, and after consideration of the statutory and administrative requirements, the Fact-finder is persuaded that a nominal adjustment in the CPL's proposal is sustainable in its budget.

RECOMMENDATION

After reviewing, the Fact-Finder has reviewed the parties proposals related to Article XIV: Wages and Benefits, and adopts CPL's 8/16/2017 Response to Union Proposal #1 on Article XIV: Wages and Benefits (07/28/17) proposal of the CPL with the following exceptions:

2. There will be a salary increase as follows:

- a. For 2017, retroactive to December 29, 2016 of two percent (2.0%),
- b. For 2018, effective the pay period that includes January 1, 2018, two and one-half percent (2.5%),
- c. For 2019, effective the pay period that includes January 1, 2019, two and one-half percent (2.5%) percent.

Upon ratification all members of the Bargaining Unit employed full time by the Library will receive a Ratification Bonus in the amount of \$500.00, and all part-time members of the bargaining unit will receive a ratification bonus in the amount of \$250.00. Payment of this ratification bonus will occur during the first full pay period following ratification.

3. Union's language is adopted, and the only deletion to the current CBA language is the phrase "Effective 30 days after ratification, branch."

THIRD ISSUE

Article XXI: Drug –Free Workplace

CPL requests a modification to current drug-free workplace policy to cover all bargaining unit employees. The current contract provides for testing of only CDL drivers.

Position of CPL

CPL contends that the current contract language does not allow CPL to conduct post accident testing of employees who are involved in accidents involving CPL vehicles, equipment, etc. other than CDL drivers. To that end, the CPL maintains that the proposed Post-Accident Testing Policy which replaces Paragraph E is designed to allow CPL to conduct post-accident testing if CPL can meet the criteria for “reasonable suspicion” and the injury or accident resulted in medical treatment beyond “first aid” or property damage greater than \$500.00. The Post-Accident Testing Policy will thus provide for the safety of CPL employees, patrons and the community.

CPL further contends that property damage claims totaled \$74,647.44 in the last five (5) years; however, there was no post-accident testing policy to allow CPL to conduct testing in those cases. Additionally, CPL further contends this policy has been included in the collective bargaining agreement ratified by Laborers Local 860 in June 2017 and has also been implemented with regard to all non-bargaining unit employees. CPL asserts that since the implementation of the policy, CPL has not

conducted any post-accident drug tests. CPL requests the adoption of its policy in order to ensure that all CPL employees are treated the same and subject to the same conditions of employment.

Position of Union

Union contends CPL has made a proposal that is entirely without justification and there is no need to change or add to the long-standing language currently contained in Article XXI. The contentions of the CPL do not demonstrate a compelling need to subject employees to drug testing beyond the language of the current collective bargaining agreement or what the law otherwise allows. The CPL has provided no evidence of employees using illicit drugs or consuming alcohol on work time, and no evidence that there are sufficient workplace issues – either relating to performance or on the job accidents – that require the adoption of *any* additional drug testing policies. Union asserts that the Library has offered no reasonable justification Union further contends the CPL’s proposal was presented to the Union with only the rationale that it would be a means of saving money on the State of Ohio’s Worker Compensation Insurance. The Library stated a premium savings between \$4,000 and \$7,000, a statistically insignificant amount based on the CPL’s overall budget. Moreover, this savings would actually be offset the costs associated with the administration of drug tests, i.e. the cost of actual test, the amount of time an individual spends in conjunction with providing samples, the cost of possible administrative leave awaiting results, the cost of requiring

Human Resources personnel to be away from other aspects of their jobs and a host of other, yet to be known, factors, one of which would likely be additional costs for arbitrations due to the demonstrated inability of the Library to administer discipline in an appropriate fashion.

Additionally, Union contends the CPL's proposal is contradictory in some places, vague in others, and places a low threshold for the triggering of the test, and may result in the unjust application of the policy and potential abuse. Union asserts its concern that administrative personnel will not be able to fairly or accurately ascertain dollar amounts for damages of CPL's and appropriate trained to determine of an individual is impaired by drugs or alcohol.

Union requests the Fact Finder reject the Library's proposal and find that current language and practice are sufficient. In the event the Fact Finder is in agreement that there is reasonable cause to institute some additional language regarding post accident drug testing the Union humbly requests that the Fact Finder adopt the Union's proposal.

DISCUSSION

The proposal of the CPL uses the terminology of "reasonable degree of possibility" that drug and/or alcohol use may have been a contributing factor to the reported injury or accident, and the Union uses the terminology "reasonable degree of suspicion." The term of "reasonable degree of possibility" and "reasonable suspicion" are not synonymous. The former phrase providing for a degree of possibility is overly

broad, and provides no guidelines in its application by CPL or to the employee, and may lead to abuse. Whereas phrase the reasonable suspicion, does have a long history of relevant discussion regarding its meaning and significance which will provide an understanding to both CPL and employee of its application.

The proposal of the Union requires that such reasonable suspicion must be documented in writing and supported by two witnesses, including the person having such suspicion. The proposed language requiring two witnesses is too restrictive in the workplace, and injury to person or property may occur with no witnesses but only the employee. To the extent that the proposal requires the Employer to obtain a second witness, likely to result in work stoppage, is unwarranted. The underlying concern of abuse by the Union is belayed by the other prong of the test requiring injury or damage. The Union proposal also has a tier level to make a decision to test. There was insufficient evidence as to the operations of the CPL regarding who would be making these decisions. The undersigned will defer to the CPL to establish this process, and as any abuse is subject to the grievance policy.

CPL introduced evidenced of damage claims totaling \$74,647.44 in support of its proposal. A motor vehicle incident involving property damage and bodily injury occurred on May 7, 2012; the loss totaled \$15,153.63. A motor vehicle incident involving property damage and bodily injury occurred on March 19, 2013; the loss totaled \$35,568.12. A motor vehicle incident involving property damage occurred on

November 12, 2013; the loss totaled \$4,640.92. A motor vehicle incident involving property damage occurred on August 11, 2015; the loss totaled \$927.72. A motor vehicle incident involving property damage occurred on April 23, 2016; the loss totaled \$23.95. A motor vehicle incident involving property damage occurred on December 25, 2016 and the loss totaled \$17,131.52; another vehicle struck the CPL vehicle in this incident. A motor vehicle incident involving property damage occurred on December 30, 2016; the loss totaled \$1,201.58. There was no evidence that any of these accidents involved drug and/or alcohol use. CPL has suspicion that the loss on March 19, 2013 involved drug and/or alcohol use; the same CPL employee was involved in three (3) accidents on the same day.

Based upon the evidence presented for damages, the \$500.00 threshold appears to be unreasonably low, and the \$5,000.00 threshold proposed by Union is too high. CPL's Summary of Property Damage submitted by CPL indicates that on December 30, 2016, a CPL vehicle backed into another vehicle, and damages totaled \$1,201.58, and another fender bender occurred on April 23, 2016 and the loss totaled \$23.95. On August 11, 2015 the CPL backed into another vehicle and damage totaled \$927.72. Based upon testimony at the hearing, the amount of damages appears to be unique to each incident, and that the proposed property damage and injury thresholds for testing should be changed. The average of these occurrence is \$717.75, which rounds up to \$750.00.

It is notable that the Union Submission of the Agreement between Lorain Public Library and SEIU, District 1199, effective April 1, 2017 through March 31, 2020 contains a Drug and Alcohol Abuse Policy, which will be given to all employees; the specifics of the policy were not incorporated into the Agreement for my review.

Other than a savings on their workers compensation insurance, the CPL offered no other evidence related to a need for testing of non-safety sensitive positions. The CPL asserts that since the policy has taken effective for the other bargaining unit and non-bargaining employees, there has been no incident of drug testing. It is inappropriate to draw an inference that this policy is now a deterrent when there was no evidence that there was a problem beforehand.

CPL bears the burden of proof to show that there is an existing problem within the bargaining group that must be remedied or the potential for a problem that could be averted. In this instance despite the fact that the CPL already has a policy that applies to CDL drivers, that burden was not met in respect to these bargaining members comprised of librarian, clerks, IT technicians and others. However, there are positions at the CPL that require workers to drive CPL vehicles or their private vehicles and/or operate other CPL machinery that may be hazardous to themselves or others during the scope of their employment. For those positions, such a policy is warranted.

In this Fact-finder's view, there must be a reasonable basis for investigating whether alcohol and/or drug use may have caused or contributed to an injury or

property damage. Employers are required to take precautions to make certain that their workplaces are safe. Alcohol and/or drug testing are important aspects of those precautions. The Fact-finder recognizes that to institute a blanket policy which automatically mandates such testing after every single accident might be considered an invasion of privacy. Employers are better served by using reasonable, nondiscriminatory, discretion in these instances, and employees should not be deterred from properly reporting injuries.

After reviewing all the contentions, arguments and positions of the parties regarding the drug and alcohol policy, and after consideration of the statutory and administrative requirements, the Fact-finder is persuaded that the drug and alcohol policy should be expanded to be applied to motor vehicle accidents and accidents related to the use of machinery with the potential to be hazardous to the operator or others.

Recommendation

The Fact-finder hereby adopts the CPL proposal with the following exception: G.1 should read, (and adoption of the Union's proposed definition of reasonable suspicion in part) as follows:

G. Post-Accident Testing

1. Employees may be drug/alcohol tested if the following conditions occur

(where permitted by applicable federal, state and local law):

- a. CPL has a reasonable suspicion for believing that drug and/or alcohol use by the employee to be tested was a contributing cause of a reported injury or

accident, *and*

b. the injury or accident resulted in disabling personal injury requiring immediate hospitalization of any person or property damage more than \$750.00, and

c. Reasonable Suspicion: Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol where there is reasonable suspicion to believe that the employee was impaired by the use of drugs and/or alcohol and that such impairment was the primary cause of a reported injury or accident which resulted in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$750.00. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior not reasonably attributable to other potential causes, Observed use, possession, or sale of illegal drugs. Apparent physical state of impairment of motor functions, marked changes in personal behavior not attributable to other facts, either over a period of time or on an occasion; and violations of criminal law statutes or ordinances involving the use of illegal drugs,

alcohol, or prescription drugs and/or violations of drug or alcohol statutes.

FOURTH ISSUE
ARTICLE XXIV: DURATION

The current contract language provides for a three-year duration from January 1, 2014 through December 31, 2016. Union seeks a modification upon ratification.

Position of Union

Union contends that three (3) year contracts are the longest allowed under current State of Ohio Collective Bargaining rules. Union opines the delay in negotiating a successor Agreement to the Agreement that expired on December 31, 2016 is good cause to ensure the next Agreement is in effect for a full three years. Union proposes that the parties' successor Agreement take effect upon its ratification by the parties of the Tentative Agreement and the Fact Finder's ruling for the duration equal to three years.

Position of CPL

CPL presented no formal proposal with regard to Article XXIV. During the hearing, CPL argued that current contract language for a three-year contract duration should continue. The current CBA corresponds with the calendar year and the financial outlook of the CPL.

DISCUSSION

Under OAC 4117-9-05 (F), the Fact-finder is prohibited from taking evidence in support of any proposals that were not presented the business day before the

hearing. As previously indicated the prehearing statements of both parties were accepted by the Fact-finder. However, the prehearing statement for the CPL does not include a proposal reflecting their position of status quo. Therefore, pursuant to rule, the arguments and direct testimony by CPL is given no weight.

Now turning to the Union proposal, Union is requesting that the parties' successor agreement take effect upon its ratification by the parties of the Tentative Agreement and the Fact -Finder's ruling for the duration of three (3) years. The rationale in support of the proposal is that the delay in negotiating a successor agreement to the CBA that expired on December 31, 2016 is good cause to modify the language. The pre-negotiation statements or ground rules were not submitted. The prehearing statement indicate that the parties engaged in collective bargaining for nine (9) sessions; one (1) in September, 2016, one in October, 2016, two in November of 2016, two in December, and two in January of 2017. The parties participated in two mediation sessions with in March and April of 2017, and continued with six (6) mediation sessions. There was no evidence that any ground rules and/or renegotiations agreement were violated. There was no evidence of bad faith in negotiations. Both parties are sophisticated bargainers, and could have reached impasse if they thought negotiations were futile. They did not. There was no evidence that the delay caused any harm. For the Fact-finder to modify the CBA now would be contrary to the statutory factors.

RECOMMENDATION

The Fact-finder recommends the following language:

This Agreement shall become effective from January 1, 2017 to midnight, December 31, 2019 and thereafter from year to year unless at least (600 days but not more than one hundred twenty (120) days prior to said expiration date, or any anniversary thereof, either party gives written notice to the other of an intent to negotiate on any or all of its provisions.

Nothing in this Article shall be deemed to prevent an agreement between the Library and the Union to extend the termination date.

CONCLUSION

In this report, I have attempted to make reasonable recommendations that both parties will find acceptable. If errors are discovered or if the parties believe they can improve upon the recommendations, the parties may adopt alternative language by mutual agreement.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated in Ohio Revised Code Section 4117.14, the Fact finder recommends the provisions herein.

In addition, all tentative agreements reached by the parties are hereby incorporated by reference into this Fact-Finding Report, and they should be included in the resulting Collective Bargaining Agreement.

December 19, 2017

[/s/ Meeta A. Bass](#)
Meeta A. Bass
Fact- Finder
Dublin, Ohio

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of this Fact Finder Report was sent by e-mail on December 19, 2017.

State Employment Relations
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Board Mary E. Laurant 65 E. State
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Michael Wood
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Date Sent:

Thu, 01/11/2018 02:09:09 PM

From:

Mary.Laurent@SERB.state.oh.us

To:

mwood@seiu1199.org; russell.rendall@ogletree.com; ellen.toth@ogletree.com

CC:

meetalyns@yahoo.com

BCC:

serbeoarchive@serb.state.oh.us

Attachments:

1515697687430_Accepted Fact Finder Report.docx

Subject:

2016-MED-10-1259 Accepted Fact Finder Report

Message:

Dear Representative:

Attached is a letter regarding information either for Initial Letter, Mediator Appointment, Fact Finder Panel, Fact Finder Appointment, Conciliation Panel, Conciliation Appointment, Directive or any other correspondence.

If you have any questions, please contact me by email or by telephone.

Thank you,

Mary Laurent

Administrative Assistant - Bureau of Mediation

State Employment Relations Board

65 East State Street, 12th Floor

Columbus, Ohio 43215-4213

Telephone: (614) 644-8716



State Employment Relations Board

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W. Craig Zimpher, Chair
Aaron A. Schmidt, Vice Chair
J. Richard Lumpe, Board Member

Christine A. Dietsch, Executive Director

January 11, 2018

Michael Wood
Service Employees International Union District 1199
1771 East 30th Street
Cleveland, OH 44114

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Ellen Toth, Esq., Attorney at Law
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127 Public Square, Suite 4100
Cleveland, OH 44114

RE: Case No(s). 2016-MED-10-1259
Service Employees International Union District 1199 and Cleveland Public Library

Dear Messrs. Wood and Rendall and Ms. Toth:

After review of the certifications of fact-finding vote, we conclude that the parties have accepted the fact-finding report in accordance with Ohio Revised Code Section 4117.14(C)(6). The recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the fact-finding panel's recommendations, except as otherwise modified by the parties by mutual agreement. Accordingly, we view the negotiations as settled and will begin closing the case file.

When you have completed negotiations notify the Research and Training Section at Research@serb.state.oh.us. The Research and Training section will send you Clearinghouse reports to help you fill out the **required** Contract Data Summary sheet that is to be filed with the signed collective bargaining agreement in accordance with OAC 4117-9-07.

Sincerely,

Donald M. Collins
General Counsel
DMC: mel
cc: Meeta A. Bass