



Muskingum County Library System & OAPSE 2021 – 2024 Agreement

07/29/2021  
2999-01  
20-MED-05-0575  
40593

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**  
**MUSKINGUM COUNTY LIBRARY SYSTEM ZANESVILLE, OHIO**  
**AND THE**  
**OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**  
**CHAPTER #3A**  
**EFFECTIVE**  
**DATE OF RATIFICATION BY BOTH PARTIES**  
**THROUGH**  
**AUGUST 31, 2024**

SERB Case # 2020-MED-05-0575

TABLE OF CONTENTS

	<u>Page No.</u>
Article 1 Agreement and Definitions .....	4
Article 2 Management Rights .....	4
Article 3 Recognition .....	4
Article 4 Union Security and Dues Deduction .....	5
Article 5 Negotiation Procedures and No Strike/No Lockout .....	6
Article 6 Consistency with Law .....	7
Article 7 Discrimination and Coercion.....	7
Article 8 Grievance Procedure .....	7
Article 9 Seniority and Probationary Period .....	10
Article 10 Vacancy and Promotions.....	11
Article 11 Layoff and Recall.....	12
Article 12 Holidays .....	13
Article 13 Work Assignments and Hours .....	14
Article 14 Overtime .....	15
Article 15 Bereavement Leave.....	15
Article 16 Leave of Absence .....	16
Article 17 Paid Time Off.....	18
Article 18 Jury Duty .....	20
Article 19 Court Leave.....	20
Article 20 Insurances.....	20
Article 21 Discipline Procedure .....	22

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

Article 22 Discharge and Suspension..... 22

Article 23 Salaries ..... 23

Article 24 OPERS Pick-Up..... 23

Article 25 Mandatory Staff Meetings..... 24

Article 26 Calamity Days ..... 25

Article 27 Labor Management Committee..... 26

Article 28 Resignation from Employment. .... 26

Article 29 Personnel Files..... 26

Article 30 Terms of Agreement ..... 26

Article 31 Duration ..... 26

Appendix A Grievance Form ..... 29

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

**Article 1. Agreement and Definitions**

**Section 1.1. Parties** This Agreement is between the Muskingum County Library System, hereinafter referred to as the "Employer," and Local #3A OAPSE/AFSCME AFL-CIO, hereinafter referred to as the "Union."

**Section 1.2. Employer** "Employer" is defined as the Board, or the Director, or any other person designated by the Board or Director to act on behalf of the Board in a particular situation.

**Section 1.3 Employee** "Employee" is defined as a member of the bargaining unit.

**Section 1.4 Day** "Day" is defined as a calendar day unless otherwise indicated.

**Section 1.5 Full-Time Employee** "Full-time employee" is defined as an employee who is regularly scheduled to work forty (40) hours per week.

**Section 1.6 Part-Time Employee** "Part-time employee" is defined as an employee who is regularly scheduled to work less than forty (40) hours per week.

**Article 2. Management Rights**

**Section 2.1 Management Rights** Except as may be specifically provided for in this Agreement, the Employer's right to manage the Library includes the following: a) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; b) direct, supervise, evaluate, or hire employees; c) maintain and improve the efficiency and effectiveness of Employer operations; d) determine the overall methods, process, means, or personnel by which Employer operations are to be conducted; e) suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees; t) determine the adequacy of the work force; g) determine the overall mission of the Employer as a unit of government; h) effectively manage the work force; and i) take actions to carry out the mission of the Employer as a governmental unit.

**Article 3. Recognition**

**Section 3.1 Recognition** The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit. As used herein the term "employees" means all persons employed as Customer Service Associates or custodial employees who regularly work at least twenty (20) hours per week, and excludes Customer Service Specialists, Assistant Librarians, Branch Services Coordinator, Circulation Services Coordinator, Deputy Fiscal Officer, Technology Assistant, Extension Driver, Grant Writer, Outreach Manager, ILS Coordinator, Marketing Assistant, Outreach Assistant, all professional employees, all Pages, Customer Service Assistants, supervisors, the confidential secretary to the Director, substitutes,

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 and temporary, seasonal or casual employees.

2  
3 **Section 3.2 Substitute** A substitute is defined as a person replacing an employee who is  
4 absent, or a person employed on an as-needed basis to fill intermittent needs.

5  
6  
7 **Article 4. Union Security and Dues Deduction**

8  
9 **Section 4.1 Dues Deduction** The Employer agrees to deduct from the pay checks of employees,  
10 Union dues for every employee who authorizes the Employer to do so in writing.

11  
12 **Section 4.2 Forwarding of Dues** Union dues shall be forwarded by the Employer to the  
13 OAPSE State Treasurer each month along with a list of all employees for whom dues have been  
14 deducted.

15  
16 **Section 4.3 Timing of Deductions** Deductions shall be made in equal monthly installments.  
17 Union dues shall be deducted from the first paycheck of each month during the deduction schedule.  
18 Employees not enrolled for payroll deductions may commence deductions at any time.

19  
20 **Section 4.4 Amount in Writing** The amount of dues to be deducted shall be filed in writing  
21 with the Fiscal Officer of the Board.

22  
23 **Section 4.5 Revocations** The Employer will not honor dues deductions revocations from any  
24 employees, except as provided herein.

25  
26 **Section 4.6 Authorization Cards** The Employer will deduct dues from the pay of employees  
27 who are members of the Union upon receipt of written authorization cards. Any employee may  
28 submit a dues deduction revocation authorization by giving written notice to the Employer.

29  
30 **Section 4.7 Indemnification** The Union agrees that it will indemnify and save the Employer  
31 harmless from any action growing out of these deductions and commenced by an employee against  
32 the Employer. The Union assumes full responsibility for the disposition of the dues so deducted  
33 once they have been turned over to the Union.

34  
35  
36 **Section 4.9 Union Certification** The Union shall certify to the Employer in writing that its  
37 escrow and rebate procedure are in accordance with applicable court decisions and statutory law.  
38 The Union further agrees to indemnify the Employer and its agents for any damages that may be  
39 assessed against it for its actions in collecting and distributing dues.

40  
41 **Section 4.10 PEOPLE Donations** The Employer agrees to deduct from the wages of any  
42 employee who is a member of the union a Public Employees Organized To Promote Legislative  
43 Equality (PEOPLE) donation as provided for in a written authorization. Such authorization must  
44 be executed by the employee and may be revoked by the employee at any time by giving written

## Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1 notice to the Employer. The Employer agrees to forward PEOPLE deductions to the Union State  
2 Treasurer each month along with a list of all employees for whom such deductions have been  
3 made.

4  
5 **Section 4.11 New Hire Meeting** The local president or his/her designee shall meet with each  
6 new hire within thirty (30) days of the new hire's start date for Union orientation. The meeting  
7 shall be scheduled by the Employer. This meeting may take place at least partially on paid time,  
8 but shall not exceed ten  
9 (10) minutes of paid time.

### 10 11 12 **Article 5. Negotiation Procedures and No Strike/No Lockout**

13  
14 **Section 5.1 Written Request** Either party may request the opening of negotiations by  
15 submitting such request in writing to the other party no more than one hundred twenty (120) days  
16 or less than ninety (90) days prior to the expiration of this Agreement. After such a request is  
17 received the parties shall meet at agreeable times and places for the purpose of negotiating an  
18 agreement. The initial meeting shall take place no later than sixty (60) days prior to the expiration  
19 of this Agreement. The parties may exchange proposals at the initial meeting.

20  
21 **Section 5.2 Bargaining Teams** Neither party shall have the authority over the selection of  
22 the other party's bargaining team. Each party may be represented by a maximum of four (4)  
23 persons. The union will make every effort to have no more than one (1) representative from any  
24 one department on their bargaining team. The parties agree that their respective representatives  
25 shall be cloaked with the authority to make proposals and concessions.

26  
27 **Section 5.3 Negotiations During Work Hours** Any employee involved in negotiations during  
28 work hours in which they are normally scheduled to work shall receive their regular rate of pay in  
29 accordance with the other applicable provisions of this Agreement.

30  
31 **Section 5.4 Party Initials** As agreement is reached on individual items, such items shall be  
32 initialed by both parties.

33  
34 **Section 5.5 Ratification** When a full tentative agreement is reached, it shall be presented to  
35 the Union membership and to the Employer for ratification.

36  
37 **Section 5.6 Impasse Resolution** Either party may, at any time thirty (30) days or less prior to  
38 the expiration of this Agreement, request mediation services from the Federal Mediation and  
39 Conciliation Services. Upon such request by either party, both parties shall submit a joint written  
40 request to the Federal Mediation and Conciliation Service to provide a mediator to the parties to  
41 facilitate bargaining. Mediation shall begin as soon as possible and shall continue until the  
42 expiration of this Agreement or, if the parties mutually agree, may continue thereafter. If any  
43 expenses are incurred by mediation, the Union and the Employer shall share them equally. The  
44 impasse procedures contained in this section are intended to supersede and take the place of the  
45 impasse procedures contained in ORC §4117.

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1  
2 **Section 5.7 No Strike/No Lockout** Bargaining unit employees shall not be locked out of work,  
3 and neither the Union nor any of its members may strike the Employer during the term of this  
4 Agreement or any extension thereof. No strike shall be conducted by the Union or any of its  
5 members without first giving the Employer the ten (10) day notice required by the provisions of  
6 Ohio Revised Code 4117.14. For the purpose of this Agreement the definition of “Strike” set forth  
7 at Ohio Revised Code 4117.01(H) shall apply.  
8

9  
10 **Article 6. Consistency with Law**

11  
12 **Section 6.1 Severability** If any provisions of this Agreement between the Employer and the  
13 Union shall be found contrary to law by a court of competent jurisdiction, then such provisions or  
14 applications shall not be valid, but all other provisions or applications shall continue in full force  
15 and effect.  
16

17  
18 **Article 7. Discrimination and Coercion**

19  
20 **Section 7.1 Meet Prior to Appeal** Where there is an alleged violation that qualifies for appeal  
21 under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights  
22 Commission, the Employer, the employee and their representatives may meet in an effort to  
23 resolve the alleged violation prior to the appeal to either of these agencies and/or the grievance  
24 procedure.  
25

26  
27 **Article 8. Grievance Procedure**

28  
29 **Section 8.1 Definitions**

- 30 A. A grievance shall be defined as a dispute concerning the application or interpretation of the  
31 provisions of the negotiated Agreement or a dispute concerning discipline administered to an  
32 employee of the Employer.  
33 B. "Days" as used in this Article shall mean week days (Monday through Friday) other than  
34 holidays. For purposes of this Article, a day shall be considered to end at 4:00 p.m.  
35 C. "Grievant" shall mean the person or Union alleging that a grievance has occurred.  
36 D. "Human Resources or HR Director" means the HR Director or designee.  
37 E. "Director" means the Executive Director or designee.  
38

39 **Section 8.2 Rights**

- 40 A. Bargaining unit members who use the grievance procedure shall be assured freedom from  
41 reprisal for such action.  
42 B. A grievant shall have the right to two (2) Union representatives, only one of which may be  
43 an employee, at all hearings of the grievance procedure. A grievant can request an additional  
44 representative to be present if it will further the process.  
45 C. A grievance may be withdrawn at any level without prejudice.

## Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1 D. If the grievance is one whereby the grievant is seeking a monetary award, such award shall  
2 only be retroactive to up to ten (10) days prior to the date the grievance is filed.

3  
4 **Section 8.3 Timeliness** All grievances must be processed at the proper step in order to  
5 be considered at subsequent steps. Any grievance which is not submitted by the grievant  
6 within the time limits provided herein shall be considered withdrawn and is not permitted to  
7 be appealed to the next step. Management is under no obligation to respond to any appeal  
8 received after a grievance timeline has been missed. Any grievance not answered by the  
9 Employer within the stipulated time limits may be advanced by the grievant to the next step  
10 in the grievance procedure. Any of the timelines in this Article may be extended by mutual  
11 written agreement.

### 12 **Section 8.4 Procedure**

13  
14  
15 Step 1 - HR Director: In order for an alleged grievance to receive consideration under this  
16 procedure the grievant must reduce the grievance to writing on the appropriate form and turn the  
17 grievance in to the HR Director within ten (10) days of the occurrence or when the grievant  
18 reasonably should have had knowledge of the occurrence that gave rise to the grievance.

19  
20 The grievance must be given to the HR Director and receipt acknowledged. The HR Director  
21 shall hold a meeting with the grievant and the grievant's representative, should the grievant request  
22 representation. The HR Director shall issue a written decision to the grievant within ten (10) days  
23 of receipt of the grievance.

24  
25 Step 2 - Director: If the grievance is not resolved in Step 1, the grievant, with the approval of  
26 the appropriate employee Union representative, shall appeal the grievance to the Director,  
27 within ten  
28 (10) days after receiving the Step 1 reply. The grievance must be given to the Director and  
29 receipt acknowledged. The Director shall have ten (10) days in which to schedule and hold a  
30 meeting with the grievant and the appropriate Union representative. The Director will attend  
31 the hearing if he/she is available. The Director shall issue a written decision to the grievant  
32 and/or appropriate Union representative within ten (10) days following the meeting.

33  
34 Step 3 - Grievance Mediation: If the grievance is not resolved to the satisfaction of the  
35 grievant and the Union at Step 2, within ten (10) days of receipt of the Step 2 response, the  
36 Union will request Federal Mediation and Conciliation Service (FMCS) grievance mediation.  
37 The parties will attempt to agree on a mediator, and if unable to do so, will request for FMCS  
38 to appoint a mediator.

39  
40 Step 4 - Arbitration: If the grievance is not resolved to the satisfaction of the grievant and the Union in  
41 Step 3, the grievant may appeal the grievance to arbitration if such appeal is approved by the Union,  
42 OAPSE/AFSCME AFL/CIO. The appeal to arbitration shall be made within fifteen (15) days of  
43 completion of Step 3 mediation by serving notice to the FMCS. A copy of such notice shall be sent to  
44 the Director.



## Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1  
2 Upon receipt of the list of arbitrators the parties shall meet to select an arbitrator within ten (10) days  
3 from the date the list is received. The parties shall use the alternate strike method from a list of seven  
4 arbitrators submitted to the parties by the FMCS, with the Union striking first. Either party shall have  
5 the option to completely reject up to two lists of names provided by the FMCS and request another  
6 list. Alternatively, the parties may mutually agree to an arbitrator.  
7

8 The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one  
9 arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer  
10 and Union to do so.  
11

12 In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the  
13 parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue  
14 before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to  
15 conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits  
16 of the grievance.  
17

18 The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those  
19 specific articles and/or sections of this Agreement in question and his decision shall be consistent with  
20 applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or  
21 alter any provision of this Agreement, or add to or subtract from or modify the language therein in  
22 arriving at his determination on any issue presented that is proper within the limitations expressed  
23 herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and  
24 shall have no authority to determine any other issues not so submitted for arbitration and shall have  
25 no authority to determine any other issues not so submitted to him or to submit observations or  
26 declarations of opinion which are not directly essential in reaching a decision on the issue in  
27 question.  
28

29 The arbitrator shall be without authority to recommend any right or relief on an alleged grievance  
30 occurring at any time other than the contract period in which such right originated or to make any  
31 award based on rights arising under any previous Agreement, grievance or practices. The arbitrator  
32 shall not establish any new or different wage rates not negotiated as part of this Agreement.  
33

34 The decision of the arbitrator shall be binding upon the parties. The fees and expenses of the  
35 arbitrator shall be shared equally. The fees of the court reporter shall be paid by the party asking  
36 for one; such fees shall be split equally if both parties desire a court reporter's recording, or request  
37 a copy of any transcript. All other expenses shall be borne by the party incurring the expenses.  
38

39 **Section 8.5 Grievance Information.** All grievances shall contain the following information:

- 40 A. Grievant's name and signature.
- 41 B. Grievant's classification.
- 42 C. Date grievance was informally discussed with the first line supervisor, and signatures  
43 attesting to the informal discussion.
- 44 D. Date grievance was filed in writing.
- 45 E. Date and time grievance occurred.
- 46 F. The location where the grievance occurred.

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 G. A description of the incident(s) giving rise to the grievance.

2 H. Specific articles and section of the Agreement violated.

3 I. Desired remedy to resolve the grievance.

4  
5 **Section 8.6 Union Representation.** The Employer agrees to admit not more than two (2) non-  
6 employee Union staff representatives to the Employer’s facilities during the Employer’s normal  
7 office business hours, Monday through Friday. The staff representative(s) shall be admitted to the  
8 Employer’s facilities and sites, for the purpose of processing grievances or attending meetings as  
9 permitted herein. Absent an emergency situation a minimum two-hour advance notice of an  
10 OAPSE representative visit will be provided to the Employer. Upon arrival, the Union staff  
11 representative shall identify him/herself to the director or the Director’s designated representative.

12  
13 The Employer shall recognize an employee in the bargaining unit to act as the employee Union  
14 representative for the purpose of processing grievances in accordance with the Grievance  
15 Procedure.

16  
17 The investigation and writing of grievances shall be on non-duty time. If grievance hearings are  
18 scheduled during an employee’s regular duty hours, the employee and the employee Union  
19 representative shall not suffer any loss of pay while attending the hearing.

20  
21  
22 **Article 9. Seniority and Probationary Period**

23  
24 **Section 9.1 Probationary Period** Upon initial employment there shall be a  
25 probationary period of one hundred thirty (130) actual workdays for all employees. During  
26 this probationary period, the employee may be discharged by the Employer and such  
27 discharge shall not be subject to the provisions of Article 8, Grievance Procedure, or Article  
28 21, Discipline. Upon completion of the probationary period, a newly hired employee's  
29 seniority shall be computed from the original date of hire into a bargaining unit position.

30  
31 **Section 9.2 Seniority** Seniority for new employees shall be defined as the length of  
32 bargaining unit service by an employee with the Employer as computed from the employee's  
33 most recent date of hire. Employees hired prior to the signing of this Agreement shall retain  
34 seniority for prior time served in positions now classified as bargaining unit positions.

35  
36 **Section 9.3 Breaking Seniority** Seniority shall be broken when an employee:

- 37 A. Quits;
- 38 B. Is discharged for just cause;
- 39 C. Exceeds an approved leave of absence;
- 40 D. Is absent for three (3) consecutive working days without notifying the Employer,  
41 unless proper excuse is shown;
- 42 E. Fails to report for work within three (3) working days after being notified to do so,  
43 unless proper excuse is shown;
- 44 F. Is laid off and/or absent due to illness or accident for a period of two(2) years;

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 G. Fails to report for work within fifteen (15) days after having been certified by the  
2 physician in charge that he/she is capable of returning to work following a disability or  
3 illness.

4 H. Fails to notify the Employer of his/her intent to report for work within twenty-one  
5 (21) calendar days after having been recalled to work from the layoff list pursuant to  
6 Sec. 11.2 of this Agreement.

7  
8 **Section 9.4 Non-Bargaining Unit Positions** Any employee who is awarded a non-  
9 bargaining unit position shall have his or her bargaining unit seniority frozen. In the event  
10 such an employee returns to the bargaining unit within ninety (90) calendar days, all  
11 previously accumulated bargaining unit seniority shall be reinstated. Such an employee  
12 returning to the bargaining unit after ninety (90) calendar days will start with zero days of  
13 bargaining unit seniority.

14  
15  
16 **Section 9.5 Seniority List** The Employer shall, on or before January 15, March 15 and  
17 September 15 of each year, prepare and post a seniority list showing the seniority of all employees  
18 in the bargaining unit, unless there have been no changes. Unless an employee or employees file  
19 written objections thereto to the Human Resources Director within thirty (30) working days from  
20 the date the list is posted, the information pertaining to such employees shall be considered as  
21 accurate and binding. Such list shall be posted on the Union’s bulletin board at the Central Library  
22 and a copy sent to the union president.

23  
24  
25 **Article 10. Vacancy and Promotions**

26  
27 **Section 10.1 Determination of Vacancy** The employer shall determine when a position within  
28 the bargaining unit is vacant and when or if it is to be filled. Within thirty (30) days following the  
29 occurrence of a vacancy the Employer will notify the union president in writing of whether it  
30 intends to permanently fill that position. When a vacancy occurs and/or a new position is created  
31 within the scope of the bargaining unit, that said vacancy and/or new position shall be placed open  
32 for bids or applications in accordance with the provisions set forth under this Article. The intention  
33 of this section is not to replace bargaining unit positions with non-bargaining unit positions. If the  
34 Employer determines to subcontract bargaining unit work, it will meet with the union  
35 representatives to explain the reasons for the decision and discuss the effects, if any, upon the  
36 bargaining unit.

37  
38 **Section 10.2 Posting, Bidding, and Filling a Vacancy** The Employer shall post a notice of  
39 any bargaining unit vacancies on the intranet. A copy of such notice shall be emailed to the Local  
40 Union President. The notice shall be posted for a period of five (5) working days. Notifications for  
41 full-time positions shall be posted internally for at least two (2) days before being posted  
42 externally. The notice shall identify the job by title, location, job description, qualifications, and  
43 rate of pay. Employees who would be promoted if they were awarded a vacant job shall be  
44 permitted to bid on such a job by filing a written bid with the Personnel Office during the posting

## Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1 period. The Library will provide a list of bids received to the Union President. If two or more  
2 applicants who have bid or applied for the vacant job have substantially equal ability to perform  
3 the work, employee applicants with the most seniority shall be awarded the job. Ability to do the  
4 work means having the necessary skills, abilities, and experience to perform the duties of the job  
5 in question. Determination of an applicant's skills and abilities shall include, but not be limited to,  
6 the results of examinations which may be administered at the sole discretion of the Employer.  
7 Nothing in this section shall prohibit an employee from requesting a transfer to a vacancy which  
8 would be a lateral transfer for such employee. Applicants who do not receive a position shall be  
9 notified by letter.

10  
11 **Section 10.3 Probationary Period** Any bargaining unit employee who begins a new  
12 position in the classification of Customer Service Associate I or II, or Custodian I or II shall be  
13 required to serve a probationary period of thirty (30) actual work days. A bargaining unit employee  
14 who begins a new position in the classification of Customer Service Associate III or Custodian III  
15 shall be required to serve a probationary period of sixty (60) actual work days.

16  
17 **Section 10.4 Reversion** If the Employer determines that an employee who is awarded a new  
18 position under this procedure is unable to satisfactorily complete the prescribed probationary  
19 period, he/she shall be returned to the classification from which he/she came. During this same  
20 period the promoted employee may, if he/she elects, return to his/her former classification . In the  
21 event the Employer chooses to fill the resulting vacancy of the promoted employee, it shall do so  
22 as a temporary vacancy and it may assign other employees to work such position during such  
23 period. If the Employer determines that the employee is unsatisfactory in the new position, notice  
24 and reasons will be submitted to the employee in writing by the Employer with a copy to the  
25 Union. The matter may then become a proper subject for the grievance procedure.

26  
27 **Section 10.5 Right of Return** A bargaining unit employee who bids on and is  
28 awarded a promotion to a non-bargaining unit position shall retain the right to voluntarily  
29 return to his or her previously held bargaining unit position within thirty (30) work days of  
30 the time the employee starts the new position. The Employer retains the right to return such  
31 employee to the bargaining unit position previously held should the employee fail to  
32 successfully complete his or her required probationary period.

33  
34 **Section 10.6 Wage Increase** A bargaining unit employee who is awarded a  
35 promotion will receive at least a two percent (2%) up to a three (3%) base wage increase  
36 starting on the effective date of the promotion.

### 37 38 39 **Article 11. Layoff and Recall**

40  
41 **Section 11.1 Written Notice** In the event it becomes necessary to lay off employees for any reason,  
42 employees shall first be given written notice at least twenty (20) working days before such layoff  
43 becomes effective.

44  
45 **Section 11.2 Procedure** Employees will be laid off and recalled from layoff within any affected

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 classifications on the basis of their seniority. The Employer will determine the classification(s) to be  
2 affected, and the number of employees to be laid off within each classification. Notice to employees  
3 for recall from layoff shall be made by registered mail, return receipt requested. The employee is  
4 required to keep the Employer informed of his/her current address and/or phone number. The employee  
5 recalled shall within twenty-one (21) calendar days from the date he/she receives such notice, notify  
6 the Employer of his/her intention to return to work. No new employees shall be hired until all qualified  
7 employees on layoff status within that classification and having the ability to do the work desiring to  
8 return to work have been recalled. Having the ability to do the work shall be defined pursuant to Section  
9 10.2 A laid off employee's right to recall expires two (2) years after the date of his/her layoff. However,  
10 once an employee has been recalled to work and refuses to return, the obligation of the Employer to  
11 recall that employee ceases.

12  
13 **Section 11.3 Call Back** In the event an employee who is laid off is called back to perform work  
14 as a substitute by the Employer, his/her right to recall provided in Section 11.2 shall be extended by  
15 the number of days he/she performs such work.  
16

17  
18 **Article 12. Holidays**

19  
20 **Section 12.1 Holidays** Full time employees not on layoff or leave of absence shall be entitled to nine  
21 (9) paid holidays, which are:

22 New Year's Day	Thanksgiving Day
23 Presidents' Day	Christmas Eve Day
24 Memorial Day	Christmas Day
25 Independence Day	Martin Luther King Day
26 Labor Day	

27 The Library will close Easter Sunday but it will not be a paid holiday  
28

29 **Section 12.2 Pro-Rated Pay** Employees who work less than full time and are not on layoff or leave  
30 of absence shall receive a pro-rated amount of holiday pay, based on a forty (40) hour work week. [For  
31 example, an employee normally scheduled for 20 hours per week will receive four (4) hours of pay for  
32 the holiday.] If a holiday falls on a day when an employee (full or part-time) is not scheduled to work,  
33 said employee shall be scheduled for a pro-rated amount of holiday time off within the pay period in  
34 which the holiday falls. The scheduling of such holiday time shall be at the discretion of the supervisor  
35 with consideration given to the employee's preference.  
36

37 **Section 12.3 Entitlement** To be entitled to holiday pay an employee must complete his last  
38 scheduled work day prior to and his first scheduled work day following such holiday unless the  
39 employee is on paid leave those days.  
40

41  
42 **Section 12.5 Floating Holidays** Starting in the 2021 contract year, employees may take two (2)  
43 days per calendar year as a "floating holiday". The scheduling of the floating holiday must be approved  
44 in advance by the employee's immediate supervisor. Part-time employees will be eligible for a floating  
45 holiday on a pro-rated basis, as described in Section 12.2 above. The floating holiday cannot be carried  
46 over to the next calendar year. If it is not used in a particular calendar year, it will be considered waived.  
47 In calendar year 2021 employees who used a "birthday holiday" prior to the execution of the 2021-

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 2024 Agreement will only be eligible for one (1) floating holiday in calendar year 2021.  
2  
3

4 **Article 13. Work Assignments and Hours**  
5

6 **Section 13.1 Work Week/Workday** The normal work week for full-time employees shall  
7 be forty (40) hours. This Article shall not be construed as a guarantee of work per day or per week.  
8 The workday shall include an unpaid meal period which shall be scheduled by the Employer.  
9 Employees scheduled to work 8 hours on any given day will be scheduled for a one hour unpaid  
10 meal break.  
11

12 **Section 13.2 Break Periods** Employees shall receive one paid, fifteen (15) minute break  
13 period for each four (4) full hours of work. Said break period or periods shall be scheduled by the  
14 employee's supervisor at such times as are necessary to insure the orderly operation of the Library.  
15 Breaks shall not be scheduled during the employee's first hour of work, except for extenuating  
16 circumstances.  
17

18 **Section 13.3 Inability to Take Break** Employees who are regularly assigned to work a  
19 four-hour schedule and cannot take the break provided in Section 13.2 because there is no way  
20 to cover their absence during break time, shall be credited with one-quarter (1/4) hour of PTO  
21 for each occasion. PTO accumulated in this manner can be used pursuant to Article 17.  
22

23 **Section 13.4 Job Descriptions** All employees will be provided with written job  
24 descriptions. The Employer will update job descriptions periodically.  
25

26 **Section 13.5 Schedule Changes** The Employer reserves the right to change  
27 employee schedules in order to meet the needs of the Library. Such changes should be  
28 intended to be on a long-term basis and not for daily or weekly periods of time. To the extent  
29 possible, employees will be given at least one week advance notice of changes to their  
30 schedule.  
31

32 **Section 13.6 Book Drop** The duty of emptying the book drop on holidays shall be rotated  
33 among all Custodial employees. The assignment of book drop duty, and the operation of the  
34 rotation list, shall be coordinated by the Library Director and the Custodial Supervisor,  
35 respectively. In consideration of the additional pay for this duty which would not normally be  
36 available, book drop duty on holidays is considered mandatory and may be assigned to an  
37 employee if necessary to ensure that the duty is completed.  
38

39 **Section 13.7 Sunday Hours** It is understood that the Employer has the right to  
40 determine the specifics of Sunday work -- i.e., what Sundays the Library is open, how many  
41 hours the Library is open on Sunday, how many employees are needed to work on a Sunday,  
42 and how many hours each employee will work on a Sunday. Double time shall be paid for all  
43 hours worked on Sunday.  
44

45 As long as Sunday service hours remain 1-5, the Sunday schedule for custodians will be 12:45

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 to 5:15, with a one-half(1/2) hour unpaid meal break.

2  
3 **Section 13.8 Reassignment** If the Employer determines it is necessary to reassign an  
4 employee, the Employer will invite the affected employee(s) and the Union President to a  
5 meeting in order to inform them of the reassignment, and answer any questions the employee  
6 may have about the new position. The meeting will be held at least two (2) weeks prior to the  
7 effective date of the reassignment, unless circumstances make such notice impracticable.  
8

9  
10 **Article 14. Overtime**

11  
12 **Section 14.1 Time and One-Half** Time and one-half (1 1/2) shall be paid for all time  
13 actually worked over forty (40) hours in any given work week.  
14

15 **Section 14.2 Double-Time** Double-time shall be paid for all hours worked by an  
16 employee on a holiday in lieu of holiday pay under Article 12, except that when an  
17 employee is required by the Library to come in on a holiday to empty out the book drop,  
18 that employee will be paid for two hours pay at his/her regular rate. This two-hour  
19 payment shall be in addition to the holiday pay that the employee would normally earn  
20 for the holiday. However, this additional payment will not represent additional time  
21 worked for overtime purposes.  
22

23 **Section 14.3 No Pyramiding** There shall be no double payment of overtime or double  
24 payment of premium pay under any provisions of this Agreement. For example, if actual work  
25 on a holiday results in an employee working more than 40 hours in that week, only the holiday  
26 premium pay will be paid.  
27

28  
29 **Article 15. Bereavement Leave**

30  
31 **Section 15.1 Bereavement Leave** When a death occurs in an employee's family,  
32 the employee will receive full pay for any excused workdays, up to and including the day  
33 of the funeral. The purpose of this leave is for attendance at the funeral and making  
34 appropriate arrangements. The permissible number of excused workdays for bereavement  
35 leave is as follows:  
36

37 **Section 15.2 Immediate Family** Three (3) days for an employee's parent, current  
38 spouse, domestic partner, child, stepchild, grandchild, sibling, grandparent, grandparent-  
39 in-law, stepparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-  
40 law, or great grandparent. Upon the employee's request, the Director may grant the  
41 employee additional time off following the funeral for the death of the above relatives.  
42 Such leave, if granted, will be deducted from the employee's PTO or taken as unpaid

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 leave, taking into consideration the employee's preference.

2  
3 **Section 15.3 Extended Family** In the event of the death of an employee's aunt,  
4 uncle, niece, nephew, foster parents, foster children or first cousin, leave will be granted  
5 as follows:

6 One (1) day to attend a funeral that is less than one hundred (100) miles from the  
7 employee's home (one way).

8 Two (2) days to attend a funeral that is more than one hundred (100) miles from  
9 the employee's home (one way).

10  
11 **Section 15.4 Documentation** The Director may require an employee to provide  
12 documentation of the relationship and/or distance for which he/she is claiming  
13 bereavement leave. An employee will not receive bereavement leave when it duplicates  
14 pay received for time not worked for any other reason.

15  
16  
17 **Article 16. Leave of Absence**

18  
19 **Section 16.1 Leaves of Absence** An employee shall be granted a leave of absence for a  
20 period not to exceed one (1) year because of personal illness or injury upon notice  
21 supported by medical evidence, provided the employee has reported such illness or injury  
22 to his/her immediate supervisor during his/her first day of absence, unless failure to do so  
23 is due to reasons beyond his/her control. If the illness or disability continues beyond one (1)  
24 year, additional leave may be granted by the Employer. The Employer may require a doctor's  
25 release before the employee returns to work.

26  
27 **Section 16.2 Leave Under Worker's Compensation** In cases of an injury or illness which  
28 is compensable under the Ohio Workers' Compensation Laws, a leave of absence shall be granted  
29 upon notice supported by medical evidence for the full period of disability. Such leave shall  
30 terminate automatically when the employee is placed upon total and permanent disability or when  
31 the employee is capable to returning to work as certified by the physician in charge of the case,  
32 whichever is shorter.

33  
34 **Section 16.3 Leave in Other Cases** Leaves of absence may be granted in other cases for good  
35 cause shown (such as educational) for a period not to exceed six (6) months provided the employee  
36 has at least one (1) year of seniority. Such leaves of absence may be extended by the Employer but  
37 in no case will any employee be permitted to exceed nine (9) months continuous leave under this  
38 section.

39  
40 **Section 16.4 No Dual Employment** No employee granted a leave of absence shall accept other  
41 employment during the period of his/her leave. The violation of this provision will result in  
42 termination of employment.

43  
44 **Section 16.5 Compensation and Accruals** Except as otherwise provided for in this Agreement,



**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 leaves of absence and any extensions thereof shall be without pay and must be applied for and  
2 granted in writing on forms as may be required by the Employer. An employee's seniority shall  
3 continue to accrue for all purposes during a leave of absence but not to exceed a period of nine (9)  
4 months for educational leave or one (1) year for illness or injury leave. The Employer shall  
5 continue all insurance coverages for the first thirty (30) calendar days of any leave of absence  
6 granted under this Article, and for the first ninety (90) calendar days of a leave granted pursuant  
7 to Section 16.2.  
8

9 **Section 16.6 Return to Work** An employee who has been on a leave of absence under this  
10 Article for a period of forty- five (45) days or less shall be returned to his/her former position at  
11 the expiration of such leave. During the absence of such employee, if the Employer chooses to fill  
12 such position it shall do so as a temporary vacancy and it may assign other employees to work  
13 such position during such period. An employee who has been on a leave of absence under this  
14 Article for a period of more than forty-five (45) days may, at the expiration of such leave, be  
15 reinstated to his/her former job if it is available. If such job is not available he/she may be placed  
16 on a comparable job if one is available. If no such comparable job is available, he/she must fill in  
17 any vacancy which then exists for a job which he/she can perform. If there is no such vacancy  
18 he/she will be placed on layoff status and he/she will have a preferred status for bidding on the  
19 next available position which he/she has the ability to perform. Such preferred status shall exist  
20 for only one opportunity and if the employee elects not to exercise it, such status shall be lost. An  
21 employee on a leave of absence may request an extension of this forty-five (45) day period,  
22 provided, however, he/she must request such an extension at least five (5) days prior to the forty-  
23 fifth (45th) day of his/her leave. Such extension, if granted by the Employer may not exceed an  
24 additional ninety (90) days.  
25

26 **Section 16.7 FMLA Rights** Notwithstanding anything to the contrary in the provisions of this  
27 Article or in any other Article of this Agreement, the Employer and employees each reserve all  
28 their respective rights and responsibilities provided under the Family and Medical Leave Act of  
29 1993 (the Act). It is the intent of the parties that all rights regarding leaves provided by the Act  
30 shall be solely determined by the provisions of the Act and the regulations adopted thereunder  
31 which will supersede all related leave provisions contained in this Agreement.  
32

33 **Section 16.8 Misuse or Abuse of Leave** Employees who misrepresent facts to obtain a  
34 leave of absence or who secure a leave of absence on the basis of such misrepresentation may  
35 be terminated by the Employer.  
36

37 **Section 16.9 FMLA Policy** FMLA leave is governed by the Board's FMLA Policy.  
38

39 **16.10 Disability Separation.** Additionally and notwithstanding other provisions of this Article  
40 and of this Agreement, if the Employer has a reasonable basis for believing that an employee is no  
41 longer mentally or physically capable of performing the essential functions of his position, or poses  
42 a threat to her/himself or others, the Employer may order an examination by an appropriately  
43 qualified medical professional at the Employer's expense. Upon receipt of the medical  
44 professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 to discuss possible alternatives and/or accommodations. If no alternative or accommodation is  
2 mutually agreeable and provided that the qualified medical professional has concluded the  
3 employee unfit for duty, then the employee will be placed on sick leave, FMLA, unpaid disability  
4 leave, or disability separation made. Such action is subject to the grievance/arbitration procedure  
5 and is non-disciplinary in nature.

6  
7 In the event that an employee applies for PERS disability, the Employer will support such action  
8 and provide any PERS requested documentation to support such application.  
9

10  
11 **Article 17. Paid Time Off (PTO)**

12  
13 **Section 17.1 Definition** PTO encompasses vacation, sick and personal leaves. Jury duty,  
14 library designated holidays, and bereavement leave are covered under separate Articles.  
15

16 Employees hired prior to 09/04/11 who have a Sick Leave Reserve (SLR) balance may use  
17 those hours for their own personal illness of five (5) or more consecutive workdays. For  
18 illnesses lasting less than five (5) days, SLR may only be used if the employee has a zero  
19 balance in his/her PTO account. SLR cannot be used for a family member's illness.  
20

21 **Section 17.2 Accruals** PTO hours will be accrued for full-time employees each pay  
22 period as follows. Accruals will be pro-rated for part-time employees working 20 hours or  
23 more per week based on the number of hours worked.  
24

<u>Benefit Level</u>		Biweekly Hours	Yearly Hours	Maximum Accumulation
Upon hire:	PTO	7.154	186	1,200
Starting with the 5 <sup>th</sup> anniversary of employment:	PTO	9.231	240	1,200
Starting with the 10 <sup>th</sup> anniversary of employment:	PTO	10.769	280	1,200

25  
26 In years when a 27<sup>th</sup> pay period occurs, approximately once in every 9 years, no PTO earnings  
27 will be posted on that pay period.  
28

29 PTO must be earned prior to being taken, and any PTO earned beyond the maximum  
30 allowable accumulation will be lost.  
31

32 **Section 17.3 Requests for Usage** PTO requests must be submitted and  
33 approved/denied through the library's Time and Attendance System. PTO time must be  
34 scheduled in a minimum of one-half (1/2) hour increments. The supervisor and/or manager

## Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1 may ask an employee to change or postpone a scheduled PTO based on library service  
2 demands.

3  
4 **Section 17.4 Notice Requirements** Employees requesting up to one day of  
5 PTO must give 24 hours' notice unless an emergency or illness arises, in which case  
6 employees must call off to their supervisor or Manager at least one half hour prior to the start  
7 of their shift and indicate the nature of the emergency.

8  
9 Employees are not required to state the purpose of the PTO when requesting advanced leave  
10 (more than 24 hours in advance of the requested leave). However, the employee's supervisor  
11 has the right to deny the request if it would disrupt the ability to provide services to the public.  
12 If the supervisor denies the request the employee should notify the supervisor if the request is  
13 for a medical reason. Employees requesting PTO for medical reasons may be referred to the  
14 Human Resources Director for Family and Medical Leave documentation.

15  
16 Employees requesting 2-4 consecutive workdays off must give a minimum of 5 days' notice.  
17 Employees requesting 5 or more consecutive workdays off must give a minimum of 30 days'  
18 notice.

19  
20 Employees may schedule PTO before it is accrued, but the library's Time and Attendance  
21 system will not permit PTO use if the employee does not have enough accrued by the time it  
22 is scheduled to be taken.

23  
24 The Employer will notify the employee of the approval/denial of the request within five (5)  
25 work days of receipt of the request.

26  
27 **Section 17.5 Advance Scheduling of PTO for Vacation Purposes** Employees will be  
28 provided the opportunity each year to sign up for vacation in advance, by seniority. Starting  
29 with the first work day in November of each year, the supervisor in each department with two  
30 or more union employees will circulate a vacation calendar to employees in that department,  
31 in order of seniority. Each employee will be eligible to sign up for two weeks at a time, in full  
32 week increments. The vacation calendar will be finalized by the end of the calendar year.  
33 Starting on January 1, or earlier if the seniority vacation calendar is completed early, PTO  
34 requests will become first come, first served.

35  
36 **Section 17.6 Non-Usage Incentive** Full-time employees who do not use any PTO in  
37 a calendar quarter will be given four (4) additional PTO hours. The incentive will be pro-rated  
38 for part-time employees.

39  
40 **Section 17.7 PTO Abuse and Attendance Policy** If the Employer has reason to believe  
41 that an employee is misusing PTO, it can institute disciplinary proceedings against the employee,  
42 using the procedures outlined in Article 22.

43  
44 **Section 17.8 New Hires** A newly hired employee is not permitted to transfer to the Library

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 any type of leave allotment or accrual that he/she may have earned or received while working for  
2 another public or non-public employer. This would create a situation where the Library would  
3 become financially liable for those hours. The Library will transfer to any other employer that is  
4 willing to accept them, all PTO hours for which an employee did not receive payment when leaving  
5 employment with the library.  
6

7 **Section 17.9 Resignation and Retirement** Upon resignation with two weeks written notice,  
8 employees will be paid for 25% of any accrued, unused PTO leave up to 260 hours, and 30% of  
9 any accrued, unused PTO leave over 260 hours. Upon OPERS retirement with at least 10 years of  
10 service with the Library, employees will be paid for 25% of any accrued, but unused PTO leave  
11 up to 260 hours, 30% of any accrued, unused PTO leave over 260 hours, and 25% of any balance  
12 remaining in their sick leave reserve account.  
13

14 **Section 17.10 Annual Buy Back Option** Employees may cash in up to eight (8) days of PTO  
15 per year, as long as the employee still has five (5) days left to carry over to the next calendar year.  
16 If an employee who cashes in PTO ends the calendar year with less than five (5) days of PTO, that  
17 employee's right to cash in PTO the following year will be reduced by the same amount that they  
18 used beyond the five day requirement. The PTO buy-back will occur in November of each year.  
19 The Fiscal Officer will provide the written request form to the employees. Written requests to sell  
20 PTO must be turned in to the Fiscal Officer by October 15 of each year.  
21  
22

23 **Article 18. Jury Duty**

24  
25 **Section 18.1 Jury Duty** An employee who is called for jury service shall be excused from  
26 work for the time which he/she serves on jury duty. Employees are expected to be at work for all  
27 portions of their regular work day that they are not required to be at jury duty. If an employee is  
28 dismissed from jury duty prior to the end of his/her work day, he/she must then report to work  
29 until the end of his/her shift. An employee on jury duty shall be paid at his/her regular rate for all  
30 time lost from scheduled work, and must promptly turn in all jury duty fees received to the Fiscal  
31 Officer. Employees will turn in their written notice of jury duty to their Division Manager as soon  
32 as they receive it.  
33  
34

35 **Article 19. Court Leave**

36  
37 **Section 19.1 Court Leave** An employee who is called as a witness to testify in the Employer's  
38 behalf or subpoenaed to testify as a witness with respect to matters relating to his/her employment  
39 at the Employer, shall be paid at his/her regular rate for all time lost from scheduled work, and  
40 must promptly turn in all witness fees received to the Fiscal Officer. No employee shall receive  
41 pay under this section if he/she testifies against the Employer in matters arising between the Union  
42 and the Employer unless otherwise specified in this Agreement or in Chapter 4117.  
43  
44

45 **Article 20. Insurances**

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1  
2 **Section 20.1 Insurance Benefits** Employees who are regularly scheduled to work more  
3 than twenty-five (25) hours per week shall receive the following insurance benefits:  
4

5 Life Insurance \$20,000.00

- 6 • At age 75, the life insurance benefit is automatically reduced by 50%.
- 7 • At age 80, the life insurance benefit is automatically reduced by 75%

8  
9 Hospitalization, Medical and Major Medical

10 As described in booklets issued by the insurance company  
11

12 **Section 20.2 Booklet Furnished to Employees** The coverages listed above are more fully  
13 described in a booklet prepared and issued by the insurance company or companies providing  
14 such coverage, copies of which shall be furnished to the Union and to each employee.  
15

16 **Section 20.3 Employer Premium Payments** The Employer shall pay up to \$713.07  
17 towards the monthly health insurance premium effective September 1, 2020 and will share equally  
18 in any premium increases or decreases that occur after September 1, 2020 .  
19

20 **Section 20.4 Office Visits and Co-Pays** Employees will pay for all of their office visit and  
21 prescription co-pays.  
22

23 **Section 20.5 Co-Insurance Payments** Employees will pay their own co-insurance  
24 payments (e.g., 20% of the first \$2,000.00 each year).  
25

26 **Section 20.6 Insurance Waiver Option**  
27

28 A. Employees who are insured under a health insurance plan other than that provided in this  
29 Agreement, and who are eligible to receive Board paid contributions to the health insurance  
30 benefits provided in this Agreement, are eligible to participate in the insurance waiver option.  
31

32 B. The insurance waiver option may be exercised by the employee at the beginning of each  
33 plan year. To exercise the option the employee must notify the Fiscal Officer's office in  
34 writing no later than two weeks prior to the beginning of the plan year of his/her decision to  
35 exercise the waiver option and thus not enroll in the Board's insurance plan for that year. In  
36 order to be eligible for the waiver option the employee must provide proof of other insurance  
37 coverage to the Fiscal Officer's office along with the notice of intent to exercise the waiver option.  
38

39 C. Employees who exercise the insurance waiver option will be paid the sum of Seven Hundred  
40 Dollars (\$700.00) for each year in which they exercise their option not to enroll in the Board's  
41 insurance plan. Three Hundred Fifty Dollars (\$350.00) will be paid to the employee at the end of  
42 March, and Three Hundred Fifty Dollars (\$350.00) will be paid to the employee within thirty (30)  
43 days after the end of the plan year.  
44

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 D. Employees who exercise the waiver option and who, involuntarily, lose other health insurance  
2 coverage during the year through a qualifying event (as defined by the insurance company), will  
3 be permitted to re-enroll in the Board provided health insurance plan. If an employee re-enrolls  
4 during a plan year due to a qualifying event, the \$700.00 payment will be prorated to reflect the  
5 number of months the Employer did not have to make insurance premium payments on behalf of  
6 the employee. Notice of intent to re-enroll in the insurance plan must be provided to the Fiscal  
7 Officer no later than the third Monday of the month following a qualifying event, with coverage to  
8 be effective the first day of the following month.

9  
10 **Section 20.7 Premium Increases Over 15%** When the Employer receives notification that  
11 health insurance premiums are to rise more than 15%, the Employer will meet with the Insurance  
12 Committee to discuss any available options.

13  
14  
15 **Article 21. Discipline Procedure**

16  
17 The following procedures shall be followed whenever the Employer intends to administer  
18 disciplinary action. The level of discipline will be related to the severity of the offense.

19  
20 **Section 21.1 Informal Conference** The Employer shall hold an informal conference  
21 with an employee who is being given a written warning or a written reprimand. Disciplinary action  
22 will be handled in an area away from other employees. Prior to or at the beginning of the  
23 conference the employee shall be informed of the problem(s) which has given rise to the  
24 conference. Upon request, the employee who is being disciplined may bring an employee Union  
25 representative to the conference. The employee will be given an opportunity at the conference to  
26 present his/her side of the story. Any disciplinary action administered during or following the  
27 conference shall be put in writing, with a copy provided to the employee. Within ten (10) working  
28 days of being given the written disciplinary action, the employee may turn in a brief written rebuttal  
29 to the disciplinary action for inclusion in his/her personnel file.

30  
31 **Section 21.2 Suspension or Termination** When the possibility of suspension or  
32 termination exists, the Employer will schedule a conference with the employee to discuss the  
33 charges. Prior to the conference, the Employer will provide the charges to the employee. The  
34 employee will be given the opportunity to respond to the charges in the conference. The employee  
35 has the right to have a union representative present at the conference. Following the conference  
36 the Employer will issue disciplinary action, if appropriate.

37  
38 **Section 21.3 Danger or Threat** If the Employer determines that the employee's  
39 continued employment prior to the pre-disciplinary conference poses a danger to persons or  
40 property or a threat of disrupting operations, the Employer may suspend the employee pending the  
41 conference provided for in this Article.

42  
43  
44 **Article 22. Discharge and Suspension**

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

1 **Section 22.1 Just Cause** No employee shall be reduced in pay or position, suspended or  
2 discharged except for just cause. Except in unusual circumstances, discipline will be applied in a  
3 corrective, progressive and uniform manner.  
4

5 **Section 22.2 Return to Work** Where the discharge of an employee is the subject of a  
6 grievance and it is determined in Step 1 or Step 2 of the grievance procedure that he/she has been  
7 unjustly discharged or suspended, the employee shall be returned to his/her employment and  
8 receive compensation at his/her regular rate of pay for the time lost from work as mutually agreed  
9 by the Employer and the Union in writing.  
10

11 **Section 22.3 Reinstatement by Arbitrator** Where the discharge of an employee is the  
12 subject of a grievance and it is determined by an arbitrator that the employee has been unjustly  
13 discharged, the Employer shall reinstate the employee with such rights under this agreement and  
14 with such compensation as shall be determined by the arbitrator which shall in no event exceed  
15 full compensation at his/her regular rate of pay for the time which he/she actually lost less any  
16 benefits received by him under the Ohio Unemployment Compensation laws.  
17

18  
19 **Article 23. Salaries**

20 **Section 23.1. Wage rates.**

21 The wages for the period of this Agreement are listed in the Appendix.  
22

23  
24  
25 **Section 23.2 Placement in Classification and Promotion** When an employee is hired into  
26 the bargaining unit, he/she shall be placed at the bottom of the pay range for the classification into  
27 which he/she is hired, except that the Employer has the discretion to place a new employee higher  
28 on the pay range if it believes the person has appropriate previous library or equivalent experience.  
29 When an employee is promoted to a new classification, he/she will receive at least a two percent  
30 (2%) up to three percent (3%) base wage increase starting on the effective date of promotion and be  
31 placed on the pay range for the new classification. When an employee leaves the bargaining unit  
32 and then voluntarily returns to the same level bargaining unit position, he/she will be placed on the  
33 same hourly rate that he/she was receiving at the time of leaving the bargaining unit.  
34

35 **Section 23.3 Direct Deposit** All employees are required to have their payroll checks direct  
36 deposited into the financial institution of their choice, within thirty (30) days of their starting date.  
37

38 **Section 23.4 Longevity Stipend** Employees who have been employed for at least twenty (20)  
39 years at the Library will receive an annual stipend of four hundred dollars (\$400.00). Longevity  
40 stipends will be paid in the same pay that annual contractual wage increases go into effect.  
41 Employees who receive an average evaluation score of below meets expectations (based on the  
42 most recent performance evaluation) will not be eligible to receive the stipend for that year.  
43

44  
45 **Article 24. OPERS Pick-Up**

Muskingum County Library System & OAPSE 2021 – 2024 Agreement

**Section 24.1 Contribution Pick-Up** The Employer agrees to pick up contributions to the Ohio Public Employees Retirement System (OPERS) on behalf of those employees eligible for OPERS on the following terms and conditions:

**A. Current Rate** The amount to be picked up on behalf of each employee shall be the most current OPERS approved member contribution rate. The employee’s annual compensation shall be reduced by an amount equal to the amount picked up by the Board.

**B. Uniform Application** The pick-up percentage shall apply uniformly to all employees.

**C. No Substitution** No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

**D. Amount on W-2** For Internal Revenue Service purposes the W-2 form for each employee shall reflect the actual amount as indicated on the negotiated salary schedule, minus the OPERS pick-up.

**E. Negotiated Salary Schedule Amount** The negotiated salary schedule amount for each employee shall be utilized for all other calculations for the purposes of compensation, such as, but not limited to, unemployment compensation, sick leave, worker’s compensation, severance pay, and retirement calculations.

**F. No Cost to Board** The pick-up will be at no cost to the Board and is solely for the purpose of reducing the current tax for employees and will remain in effect so long as “Revenue Ruling No. 77-462” remains substantially unchanged. Any payback required because of a change in the Revenue Ruling will be the responsibility of the employee.

**Article 25. Mandatory Staff Meetings**

**Section 25.1 Mandatory Staff Meetings** The Employer may schedule up to four (4) mandatory staff meetings per calendar year. The Employer also reserves the right to call additional mandatory staff meetings if circumstances require. Every adult employee of the Library is required to attend mandatory staff meetings, subject to the exceptions listed in Section 25.4 below.

**Section 25.2 Scheduling Meetings** The Employer will set the place, date and time for each mandatory staff meeting. Employees who are not already on duty during the time the staff meeting is held will be paid for the time actually spent in the staff meeting. The Employer will attempt to schedule the staff meetings so as to minimize the inconvenience for employees who are not scheduled to be on duty during that time, and to avoid affecting the same people each meeting.

**Section 25.3 Reimbursement** Employees will be reimbursed for travel pursuant to the Travel and Mileage Reimbursement Policy, contained in the Policy and Procedures Manual.

**Section 25.4 Excuse** The only situations in which employees will be excused from staff meetings are as follows:

- (a) An employee on prescheduled, approved PTO that is for longer than just the day of the staff meeting.
- (b) Employees the Employer has scheduled to be off on the day of the staff meeting.



Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1 (c) PTO may not be used to miss a mandatory staff meeting unless it is an emergency.  
2  
3

4 **Article 26. Calamity Days**  
5

6 **Section 26.1 Pay and Leave on Calamity Days** If the Library, or any of its branches, is closed  
7 by the Director or designee because of weather conditions, utilities, health and safety conditions,  
8 or other unforeseen conditions, all employees will receive the pay they would have received for  
9 all hours which they were scheduled to work but did not work due to such closing. However, leave  
10 of any kind that is requested and approved prior to the Library being closed will be charged to the  
11 employee (except that an employee will not be charged leave for the time during his/her shift that  
12 the Library is closed, if the employee requested leave that same day due to inability to get to work  
13 due to weather conditions).  
14

15 **Section 26.2 Overtime on Calamity Days** In the event an employee is required to work  
16 on such occasion, the employee shall be paid at time and one-half (1-1/2) his regular rate for all  
17 hours actually worked when the Library is closed. If such hours actually worked do not equal the  
18 number of hours such employee was scheduled to work that day, then the employee will receive  
19 straight time for the balance of such hours.  
20

21 **Section 26.3 Employee Notification** The Library will attempt to make a decision on  
22 closing as early as possible. Notification of the library closing for an emergency shall be given  
23 to a local radio station as soon as possible after the determination to close has been made. In  
24 addition, all employees will receive a robo call to the number provided by the employee  
25 notifying them of the library's closure for a partial or full day.  
26

27 **Section 26.4 PTO for Hazardous Weather Conditions** If an employee reasonably believes  
28 that it would be unsafe to travel to work due to hazardous weather conditions, he/she may take  
29 PTO for the work time missed. Employees must call their supervisor or designee prior to the  
30 start of their shift if they are not going to be able to report to work on time due to hazardous  
31 weather conditions.  
32

33 **Section 26.5 Good Faith Attempt to Report** If an employee is making a good faith  
34 attempt to get to work, and the Library closes prior to his/her arrival and less than two (2)  
35 hours after the start of that employee's shift, that employee will be paid as if he/she was on  
36 time.  
37

38 **Section 26.6 PTO for Early Departure** At the discretion of the supervisor, an employee  
39 may also use PTO to leave work early due to hazardous weather conditions.  
40

41 **Section 26.7 Timing of Employer Determination** The Employer will make every  
42 reasonable effort to make a determination of whether or not to close by at least one hour prior  
43 to the scheduled opening time.  
44

Muskingum County Library System & OAPSE 2021 – 2024 Agreement

1  
2 **Article 27. Labor Management Committee**

3  
4 **Section 27.1 Labor Management Meetings** In the interest of effective communications,  
5 a Labor Management committee meeting shall be held on an as-needed basis to discuss any  
6 items of mutual concern. Meetings will be held upon the request of either party. Each party  
7 may have two (2) representatives of their own choosing at the meetings, plus the OAPSE  
8 representative and/or Board attorney, as needed. These meetings shall occur no more than  
9 four (4) times per year, except by mutual agreement.

10  
11  
12 **Article 28. Resignation From Employment**

13  
14 **Section 28.1 Notice of Resignation** All employees upon resigning from  
15 employment with the Employer shall provide the Employer with two (2) weeks prior written  
16 notice. If such notice is not given, the PTO payout outlined in Article 17 will be forfeited.

17  
18 **Article 29. Personnel Files**

19  
20 **Section 29.1 Right of Inspection** An employee shall have the right to review the  
21 contents of his/her personnel file upon reasonable request.

22  
23 Each employee may request a copy of any public record material placed in his/her personnel  
24 file except for confidential employment information. Each employee shall have ten (10) days  
25 after the receipt of a copy of the material to be placed in his/her file to attach any statement or  
26 response to the material.

27  
28 **Article 30. Terms of Agreement**

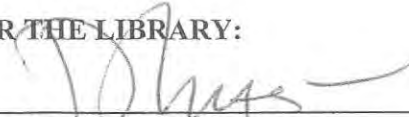
29  
30 **Section 30.1 Entire Agreement** The written provisions of this Agreement between the  
31 Muskingum County Library System, and Chapter #3A OAPSE/AFSCME AFL/CIO, represent the  
32 entire and complete Agreement between both parties on all negotiable matters. This Agreement  
33 may only be amended or modified during the life of the Agreement by the express, mutual written  
34 consent of both parties. Therefore, both parties, for the life of this Agreement, voluntarily and  
35 unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain  
36 collectively or individually with respect to any subject or matter referred to or covered in this  
37 Agreement or with respect to any subject or matter not specifically referred to or covered in this  
38 Agreement even though such subjects or matters may not have been within the knowledge of either  
39 or both parties at the time they negotiated or signed this Agreement.

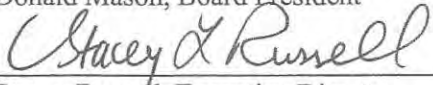
40  
41 **Article 31. Duration**

42  
43 **Section 31.1 Duration** This Agreement shall be effective from date of ratification by  
44 both parties, through August 31, 2024.

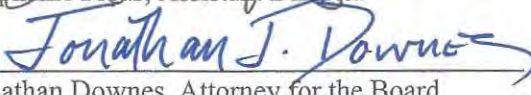
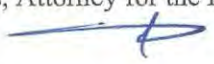
Muskingum County Library System & OAPSE 2021 – 2024 Agreement

FOR THE LIBRARY:

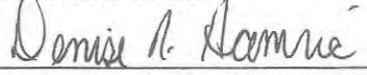
  
\_\_\_\_\_  
Donald Mason, Board President

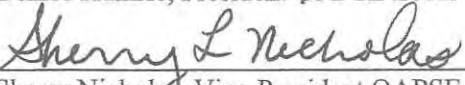
  
\_\_\_\_\_  
Stacey Russell, Executive Director

  
\_\_\_\_\_  
Stephanie Freas, Assistant Director

  
\_\_\_\_\_  
Jonathan Downes, Attorney for the Board  


FOR THE UNION:

  
\_\_\_\_\_  
Denise Hamric, President OAPSE Local 3A

  
\_\_\_\_\_  
Sherry Nicholas, Vice-President OAPSE Local 3A

  
\_\_\_\_\_  
Kathy Denton, Team Member OAPSE Local 3A

  
\_\_\_\_\_  
Chad Caldwell, OAPSE Field Representative

**Muskingum County Library System & OAPSE 2021 – 2024 Agreement**

**Muskingum County Library – OAPSE  
Wage Table 2021 - 2024**

1  
2  
3  
4  
5

Effective upon contract execution 2021		Range
Customer Service Associate I/Custodian I		\$12.19 - \$16.76
Customer Service Associate II/Custodian II		\$13.44 - \$18.49
Customer Service Associate III/Custodian III		\$14.40 - \$19.80

6

Effective 08/21/21		Range
Customer Service Associate I/Custodian I		\$12.54 - \$17.11
Customer Service Associate II/Custodian II		\$13.79 - \$18.84
Customer Service Associate III/Custodian III		\$14.75 - \$20.15

7

Effective pay period including 09/01/22		Range
Customer Service Associate I/Custodian I		\$12.89 - \$17.46
Customer Service Associate II/Custodian II		\$14.14 - \$19.19
Customer Service Associate III/Custodian III		\$15.10 - \$20.50

8

Effective pay period including 09/01/23		Range
Customer Service Associate I/Custodian I		\$13.24 - \$17.81
Customer Service Associate II/Custodian II		\$14.49 - \$19.54
Customer Service Associate III/Custodian III		\$15.45 - \$20.85

9  
10  
11  
12

These tables represent \$.35/hour rate increases at each effective date.

Muskingum County Library System & OAPSE 2021 – 2024 Agreement

APPENDIX A

GRIEVANCE  
FORM

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

GRIEVANT’S NAME\_\_\_\_\_

CLASSIFICATION\_\_\_\_\_

LOCATION\_\_\_\_\_

**Step One (Submit to HR Director)**

Statement of Grievance. (Include date, time and location grievance occurred. Use additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Article and Section Allegedly Violated:\_\_\_\_\_

\_\_\_\_\_

Relief Sought:\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Signature of HR Director \_\_\_\_\_ Date \_\_\_\_\_

**Step One HR Director Response to Grievance:**

(use additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_

HR Director’s Signature \_\_\_\_\_ Date given to Grievant \_\_\_\_\_

Muskingum County Library System & OAPSE 2021 – 2024 Agreement

**Step Two (Submit to Executive Director or Designee)**

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

\_\_\_\_\_  
Signature for the Union

\_\_\_\_\_  
Date Submitted to Executive Director/Designee

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

Disposition by Executive Director/Designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date Given to Grievant

**Step Three- Request for Mediation (Submit to Executive Director or Designee)**

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

\_\_\_\_\_  
Signature for the Union

\_\_\_\_\_  
Date Submitted to Executive Director/Designee

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

**Step Four (Submit to Executive Director or Designee)**

The Grievant and the Union desire to appeal this grievance to arbitration

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

\_\_\_\_\_  
Signature for the Union

\_\_\_\_\_  
Date Submitted to Executive Director/Designee

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