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**AGREEMENT**

**BETWEEN**

**PCDL**

**PORTAGE COUNTY DISTRICT LIBRARY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
DISTRICT 1199, THE HEALTH CARE AND SOCIAL SERVICE  
UNION, CHANGE TO WIN, CLC**

**OCTOBER 1, 2010 – SEPTEMBER 30, 2013**

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ARTICLE 1: PURPOSE.

- A. Parties to Agreement. This Agreement is entered into between Portage County District Library, hereinafter referred to as the "Library", and Service Employees International Union, District 1199 WV/KY/OH, The Health Care and Social Service Union, CLC, hereinafter referred to as the "Union" and constitutes a binding agreement between the parties.
- B. Intent of Agreement. This Agreement sets forth the terms and conditions of those Library employees covered by this Agreement and establishes an orderly procedure for the resolution of differences between the Library and such employees, which arise under the terms and provisions thereof.

ARTICLE 2: RECOGNITION.

- A. The Library hereby recognizes Service Employees International Union, District 1199, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit described below.
- B. The bargaining unit shall include the following positions:  
  
Clerical, technical, professional, maintenance and driver positions of 10 hours or more per week, Acquisitions Clerk, Acquisitions Clerk/Automation Technician. Administrative Assistant, Administrative Typist, Assistant Children's Librarian, Assistant Manager, Audio- Visual Coordinator, Cataloger, Clerk, Circulation Clerk, Circulation Coordinator, Computer Coordinator, Delivery Driver, Branch Reference Librarian, Information Service Technician, Outreach Driver, Outreach Circulation Coordinator, Outreach Clerk/Express Driver, Technical Services Specialist, Youth Services Assistant, Youth Services Librarian, Youth Services Coordinator.
- C. The following positions shall be excluded from the bargaining unit: Director, Assistant Director, Fiscal Officer, Deputy Fiscal Officer, Branch Manager, Collection Development Manager, Computer Information Services Manager, Human Resource Manager, Page, Public Relations/Outreach Manager, Purchasing Manager, Technical Services Manager, Confidential Employees, and employees who work fewer than 10 hours per week.

ARTICLE 3: MANAGEMENT RIGHTS.

- A. Except as limited by the provision of this Agreement, the management rights of the Library shall include, but shall not be limited to, the right to select and direct employees, to transfer, promote, demote, layoff, terminate, discharge, discipline, suspend or otherwise relieve employees from duty; to direct and control the staff employees; to establish rules governing employment and work conditions; to determine the size of the staff, including the number of employees assigned to any particular classification, to establish change, combine or abolish job classification, to establish job descriptions in connection therewith.

ARTICLE 4: DUES DEDUCTIONS.

- A. The Union shall provide the Library with signed authorization to deduct Union dues from a bargaining unit member's paycheck. The Union shall inform the Library in writing of the amount of dues to be deducted.
- B. All authorized Union dues deductions or initiation fees will be made from the member's pay on a regular pro-rata monthly basis (26 pays per year). The Library will forward a check to the Union not later than ten (10) working days after each payroll deduction plus a list of employees and the amount of each deduction.
- C. 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
- D. All employees who are covered by this Agreement who are not members of the Union and who are hired on or after (1/1/99) shall pay a Fair Share fee which shall not be greater than the dues paid by the members of the Union. Said Fair Share Fee shall be paid by payroll deductions as provided in this Article and shall automatically be deducted from the first pay received after the employee has completed thirty (30) days of employment.
- E. The Library will deduct any authorized contribution to SEIU's Political Action Contribution (PAC) fund. The deduction(s) will be forwarded to the Union within a week of payroll.

ARTICLE 5: PAYROLL DEDUCTIONS.

- A. OPERS. Each employee shall contribute to the Public Employees' Retirement System (OPERS). In each pay period, OPERS contributions are deducted from the employee's gross pay, as prescribed by Ohio law. The Board contributes an additional percentage of the employee's gross pay, as prescribed by Ohio law. Effective the first paycheck of 2005, 3.5% of the employee's portion of the Ohio Public Employees Retirement System deduction will be paid, "picked up" by the Library. The employee and employer contribution percentages are subject to change at the direction of the OPERS Board of Directors and/or the Ohio General Assembly.
- B. INCOME TAXES. Local, State and Federal taxes shall be withheld as required by law. Employees must complete a withholding tax form W-4 at the time of initial employment and must inform the Clerk/Treasurer of any change in dependents.
- C. AUTHORIZED DEDUCTIONS. Employees may authorize payroll deductions for United Way, credit union, insurance coverage, and other items approved by the Board of Trustees. The Clerk/Treasurer may refuse to make deductions which are not required by law, are below certain set minimum amounts, or which occur at irregular intervals.

#### D. DEFERRED COMPENSATION.

1. An employee may contract with the Library to have any portion of his/her income deferred pursuant to the Ohio Public Employee's Deferred Compensation Plan.
2. The deferred compensation plan shall exist and serve in addition to the Public Employees Retirement System. No deferral of income under the deferred compensation plan shall effect a reduction of any retirement, pension or other benefit provided by law.
3. Any sum deferred under the deferred compensation plan shall not be included for the purpose of computing taxes withheld on behalf of the employees except municipal income tax.
4. Interested employees should contact the Clerk/Treasurer.

#### ARTICLE 6: PERSONNEL FILES

- A. Personnel Files. Administration shall maintain up-to-date files on all employees of the Library, and the originals or copies of all forms, requests, correspondence, and other materials relating to employees shall be included in their file.
- B. All employees shall have the right to inspect their personnel files at a mutually convenient time with the Assistant Director, or designee, but not later than fourteen (14) calendar days from the date of the employee's request. If any material is adverse, the employee will be given the opportunity to place an appropriate response in the file. Employees may make a reasonable number of copies from their file at no cost to the employee.

#### ARTICLE 7: BULLETIN BOARDS.

- A. Bulletin Boards. A section of the bulletin board of each Library facility will be provided by the Library for use by the Union. Such bulletin boards shall be located in a non-public area and used for such information as meeting notices, election notices, notices of appointment to Union offices, Union social affairs, and notices of meetings under the grievance procedures. Bulletin boards shall not be used for communications or announcements that are personal, political, or controversial in nature.
- B. E-mail. Use of the Library's e-mail system, (using a Library e-mail account or a personal e-mail account), to communicate union business shall not be considered a violation of the Library's communication System Policy. However, employees using the library's e-mail system, are subject to the following on-line conduct:
  1. Use of the Library's e-mail system to communicate Union business will be on an employee's personal time, (before or after regularly scheduled work time, during breaks, or lunch).

Use of the system to communicate union business will not interfere with any work-related activity and will be considerate of coworker's time.
  2. Use of the Library's e-mail system is subject to the provisions of Section 2.B., Harassment

Free Workplace Policy.

3. Employees should not have any expectation of privacy in any e-mail message sent or received using Library computing equipment.

E-mail may be public record and/or subject to discovery and disclosure even if using a personal Internet account.

#### ARTICLE 8: HOURS OF WORK.

- A. Full-time employees are those employees who are regularly scheduled to work 37.5 hours per week on either a 5 or 6 day schedule. All other employees are considered to be part-time employees.
- B. The Library reserves the right to schedule full-time and part-time employees to meet the needs of the Library District. The Library shall not abuse its discretion in scheduling.
- C. All full-time employees, and part-time employees scheduled for seven (7.0) hours or more during any given day, must take an unpaid thirty (30) minute lunch break during the work day. Part-time employees working at least six (6.0) hours but less than seven (7.0) hours per day, may take an unpaid thirty (30) minute lunch. The meal period is the employee's own time and may be used as the employee desires. Supervisors shall not request an employee to work during the employee's meal time unless extraordinary circumstances require otherwise.
- D. A paid relief period, not to exceed fifteen (15) minutes, shall be provided for employees during each three (3) consecutive hours worked. Such relief periods are to be taken at a time when the employee can be spared from the work schedule.
- E. Scheduling  
Schedules for each department or branch will be posted at least one (1) week in advance. Changes to the schedule after posting may be made between co-workers with the manager's approval, or by the manager after notifying the employees involved. After the schedule is posted, employees must be consulted before changes to their posted schedules are made.  
  
A schedule shall take into consideration adequate staffing for special programs, and include rotational schedules for distribution of evening and weekend hours, and meet the needs of the Library system.  
  
Whenever possible; schedules will show when someone is at a meeting and/or in the branch or department, and staff will be advised that the schedule is being developed prior to posting.
- F. Rotational Saturday Scheduling  
Scheduling for Saturday work shall be on a rotational basis that meets the needs of each department or branch. Rotational Saturday scheduling shall include all bargaining unit employees within a branch or department with the exception of bargaining unit employees that have been granted a legal accommodation.

#### G. Regular Employees and Substitute Employees

Regular employees are normally scheduled to work each week on a regular basis. Substitutes work on an as needed basis and are not part of the bargaining unit.

#### H. Additional Hours

If Management has received thirty (30) days advance notice of an employee's absence and if Management has determined the absence will require coverage by another employee or employees, additional hours will be offered to staff, as needed, to adequately staff the libraries.

The additional hours will be offered to qualified, regular staff on a first come, first served basis. The manager will post a message to all Portage County District Library staff members via the Library's e-mail system. The message will include a respond by date. The first qualified, regular staff member to respond will be assigned the additional hours and the manager will notify all staff that the hours have been filled. The additional hours generally should not cause the employee to incur overtime or interfere with an employee's regular schedule. For long-term absences or vacancies, the Library reserves the right to assign work and schedule according to the Article 11, item E.

If no bargaining unit staff members are available to work the additional hours, after the respond by date the Manager may assign the hours to the first substitute who responds.

At the time of hire, new employees will be advised of the process to volunteer for additional hours.

#### ARTICLE 9: OVERTIME.

- A. Employees shall be paid one and one-half (1 ½) times their applicable rates of pay for all hours worked in excess of forty (40) hours per week.
- B. Employees who are required to work on Sunday will be paid time and one-half (1 ½) their applicable rates of pay. Since Sunday hours will be compensated at time and one-half (1 ½), they will not be counted again in the computation of overtime.
- C. Overtime shall be scheduled on a rotating basis among qualified employees within the District. The first available overtime shall first be offered to the most senior qualified employee, the second available period of overtime shall be offered to the second most senior qualified employee, etc., the objective being that all qualified employees be afforded an approximately equal opportunity to work the overtime.
- D. If an employee refuses the opportunity to work overtime, that employee shall be charged as if the employee has actually worked the overtime. In the event no qualified employee accepts the offered overtime, then the least senior qualified employee shall be required to work the overtime in question.
- E. An employee who works overtime shall be entitled to overtime compensation, or, except for Sunday hours, he/she may elect to take compensatory time. Compensatory time shall be calculated at the rate of one and one-half (1½) times the number of hours worked in the excess of forty (40) hours in a work week. The following regulations apply to those choosing

compensatory time:

1. The employee must notify the supervisor at the time overtime is worked whether he/she wishes compensation in the form of wages or compensatory time. Failure to make the determination shall result in overtime compensation in the form of wages.
  2. Compensatory time shall not accumulate in excess of twenty (20) hours. After twenty (20) hours have accumulated, all subsequent overtime shall be compensated in the form of wages.
  3. The use of compensatory time must be scheduled for a time mutually agreed upon by the employee and his/her supervisor.
  4. Employees shall be encouraged to use compensatory time within thirty (30) days.
  5. Any compensatory time remaining at the end of each (1) calendar year shall be paid in the form of wages.
- F. Overtime pay shall be calculated at the rate of one and one-half (1 ½) times the employee's base hourly rate for all hours actually worked in excess of forty (40) hours in a single work week. For purposes of this calculation, time on active status, but not actually worked (e.g., sick leave, vacation, personal leave, holiday, or compensatory time), shall not be considered time worked.
- G. Except in emergency situations, all overtime shall have the prior approval of the employee's supervisor and/or the Director or designee. An emergency situation must be recognized as an emergency by the employee's supervisor and/or Director or designee before an employee may receive compensation for unapproved overtime.
- H. Part-time employees shall not receive overtime compensation for hours worked in excess of their regularly scheduled hours until their total hours worked in a work week exceed forty (40) hours. This does not apply to Sunday hours worked.
- I. Upon termination employees shall be compensated for any remaining compensatory time at the greater of the average regular rate received by the employee over the last three years of employment or the employee's last regular rate of pay.

#### ARTICLE 10: BARGAINING UNIT WORK.

- A. Volunteers and employees who are not in the bargaining unit will not be used on a regular basis to do bargaining unit work or used in such a way to replace bargaining unit staff or reduce staffing.
- B. In recognition of the fact that volunteers from the community want to support their local branch library and such involvement promotes support and advocacy, volunteers may be used to assist with duties that would typically fall within the duties of a Page, excepting any duties that would give volunteers access to confidential information. Volunteers may be used to assist with shelving materials, reading shelves and assisting with library programs.

- C. No staff member shall be laid off, involuntarily demoted to a lower classification, receive a reduction in hours, or receive a reduction in salary rate as a result of the use of volunteers, the use of Pages, or the use of Practicum Students. Nor is it the intention of the Library, as of the signing of this 2010 Agreement, to lay off, demote, reduce hours or reduce the salary of employees due to the use of technology or as a result of any contracting out of Library functions.

#### ARTICLE 11: POSITION CHANGES

- A. Position Posting. When a position vacancy occurs or a new position is created, and if the Library desires to fill that position, the Library shall place a notice of the position vacancy on the bulletin board at each branch. In addition, an e-mail will be sent to all current employees. The notice shall be posted for ten (10) calendar days. A position vacancy includes full-time and part-time bargaining unit positions. Bargaining unit job postings shall not be substantially rewritten by the Library after they are posted. The Library retains the right to solicit outside applications for posted positions.
  - 1. The notice shall contain the position classification, salary range, department, average hours of work per week, schedule requirements and job description. The position description, including qualifications will be made available at the office of the Assistant Director or designee.
  - 2. Employees who wish to be considered for a posted opening should file the appropriate written documentation with the Assistant Director or designee before the end of the posting period. The deadline shall be 5:00 p.m. of the last day of the fourteen (14) calendar day posting period. The deadline shall be included on the job posting and e-mail sent to the employees.
  - 3. Employees who are on probation or who do not meet the deadline for a position posting set forth in paragraph A above shall be considered on the same basis as outside applicants.
- 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 minimum qualifications in the job description. Consideration shall be given to skill, ability, education, punctuality, reliability, performance evaluations, ability to work with the public and co-workers, and overall Library and related experience. If the Library determines that the qualifications of two or more candidates are substantially equal then seniority shall be the determining factor.
  - 2. The pay rate of an employee promoted to a position in a higher classification shall be either the minimum rate of pay of the new classification or her/his present rate of pay if she/he is already paid more than the minimum of the new classification.

3. The Library shall meet with the Union prior to implementing any decision to convert a full-time position to one (1) or more part-time positions. The Union agrees the Library shall thereafter have the discretion to make whatever decision the Library deems appropriate.

#### C. Probationary Period

An employee awarded a position under these provisions will be given such help and supervision as is given to other new employees, and shall be allowed a probationary period of up to thirty (30) calendar days, beginning with the first day in the new position.

1. Approximately halfway through an employee's probationary period, the employee and the employee's supervisor will meet to discuss the employee's performance. If during such probationary 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 the thirty (30) calendar days of the probationary period.
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 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. 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 classification or his/her present rate of pay if he/she is already paid more than the minimum of the new classification.

#### D. Temporary Employees

Temporary employees may be used to fill a vacancy for up to ninety (90) days, or the duration of another employee's leave of absence.

1. The Library shall not use temporary employees to avoid filling or creating a bargaining unit position.
2. The Library shall inform the Union in writing of all temporary employees and their date of hire.
3. The Library shall first offer temporary hours to employees in the affected branch or department. If no one in the affected branch or department accepts the temporary hours, the temporary hours shall be offered to all bargaining unit employees. Employees accepting the temporary hours must commit to working the hours on a regular basis. There will be no mileage reimbursement for these assignments.
4. The parties agree that nothing herein shall be construed to permit an employee to work more than forty (40) hours in total per week.

#### E. Transfers

1. The Library may temporarily transfer employees to fill any vacancy until the job posting procedure is completed and the position is permanently filled, or to cover

any approved leave of absence. The Library shall not temporarily transfer an employee to avoid the job posting procedure or for disciplinary purposes.

2. If the Library needs to reduce total staff hours in order to avoid a layoff, the Library may transfer an employee from one worksite to another if the sending worksite has adequate coverage and the receiving worksite does not.
  3. If the Library decides to transfer an employee from one worksite to another, it shall first seek volunteers at the sending worksite. If there are no volunteers at the sending worksite, the Library shall transfer the least senior bargaining unit employee at the sending worksite to the receiving worksite.
  4. The employee to be temporarily or permanently transferred must meet the minimum qualifications of the position into which she/he is transferred.
  5. The Library shall give the Executive Board Member and the employee to be transferred a minimum of ten (10) calendar days notice.
  6. For the duration of the transfer, the employee will receive the minimum rate of the classification to which she/he was transferred or her/his regular rate of pay, whichever is greater.
  7. The employee, along with a Union representative, may request a meeting with the manager prior to the transfer going into effect.
  8. Whenever possible, the employee will be informed of the approximate length of a temporary transfer.
  9. If assigned to work in more than one branch, the employee shall be reimbursed for mileage from the employee's "home" branch or department to the second worksite. Should the employee need to travel between the two worksites in the same day, with no break between work shifts, the employee will be paid for travel time between the two sites.
  10. Nothing herein obligates the Employer to fill a vacancy that the Employer would not otherwise fill.
- F. If a Branch Manager's resignation creates a vacancy in the position for more than two (2) pay periods within a 12 month period the Circulation Coordinator will be compensated \$100 per pay period until the position is occupied by a branch manager.

#### ARTICLE 12: SENIORITY

- A. Seniority will be measured beginning with the employee's date of hire into the bargaining unit. Bargaining unit employees hired on or before October 1, 2010 shall have their seniority grandfathered for the purposes of this agreement.
- B. For the purposes of layoffs only, the Executive Board member, Grievance Chair, and no more than four (4) Delegates of the Union shall be deemed the most senior employees in the

bargaining unit during their terms of office.

The Union shall inform the Library within fourteen calendar days whenever there is a change in delegates, the Grievance Chair, or the Executive Board member.

- C. A Seniority list shall be prepared annually and sent to the Executive Board member and all delegates by May 15 of each year. Within 14 calendar days, the Executive Board member may request a meeting with the Assistant Director to discuss the accuracy of the list. Between June 1 and June 15 of each year, the Seniority list will be posted at each branch library and posted on Union bulletin boards. The Seniority list shall include name, date of hire into the bargaining unit, work location, and job title.
- D. Seniority shall be broken when an employee:
1. Resigns;
  2. Is discharged for just cause;
  3. Is laid off more than one (1) year;
  4. Is absent without notice for three (3) consecutive work days unless failure to give notice is beyond the reasonable control of the employee; and
  5. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Library mails the employee notice to such employee's last known address by certified mail as shown on the Library's record. It is the employee's responsibility to maintain a current address.
  6. Leaves a bargaining unit position for a non-bargaining unit position for a period of more than thirty (30) days.
- E. Probationary Periods.
1. All persons newly hired to a bargaining unit position shall serve a probationary period of six (6) months. During his six (6) month probationary period a newly hired person's employment may be terminated at the Library's sole discretion. Any such termination of employment shall not be subject to the parties' grievance/arbitration procedure.
  2. All successful candidates and other employees appointed, transferred, or assigned to a new or different position shall serve a probationary period of one (1) month. Those employees who were successful candidates for a new position may elect, at the employee's discretion, to return to his or her former position during the probationary period. The Library may, at the Library's discretion, return any employee to his or her former position during the probationary period. Disputes regarding any such return to any employee's former position shall not be subject to the parties' grievance/arbitration procedure
- F. 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 resignations and rehire.

- G. Bargaining unit employees may submit written requests for corrections or changes to the current seniority list within the fourteen (14) calendar day period after the annual updated list is posted. Thereafter any decision required by this Agreement involving seniority shall be based upon the then current seniority list. Disputes involving seniority are subject to the parties' grievance/arbitration procedure. Either the Union or the employee may submit a timely request for corrections regarding the seniority list.

ARTICLE 13: LAYOFF - RECALL.

- A. In the event the Library determines that it is necessary to reduce the number of employees for any reason, then the Library shall notify the Union which positions will be affected by layoff, job abolishment or reduction in hours five (5) working days prior to notification to any employee(s) affected by such action. The Library shall meet with the Union to discuss the reduction(s) within those five (5) working days.
- B. In the event of a layoff, reduction in hours or job abolishment, the Library shall identify the position(s) to be affected and shall notify the employee(s) in those positions not less than ten (10) working days in advance of the action. A copy of the notification shall be sent to the President of the Union.
- C. If the Library reduces the “permanent hours” of an employee as part of a reduction in force and the employee’s “permanent hours” would not be within five (5) hours of what the employee had before the reduction of “permanent hours” or if the employee’s reduced “permanent hours” would not enable the employee to retain eligibility for health care coverage or other benefits, such as paid time off, then the employee may choose to bump under Section D.3 or be displaced rather than accept the reduction in “permanent hours.”

In the event of reduction of hours, employees shall be eligible for pro-rated benefits for the duration of the hours reduction, subject to limitations currently in place for all employees.

The displaced employee may elect to move into the vacated position of the bumping employee, provided the displaced employee has the required qualifications. Neither the bumping nor the displaced employee shall be eligible for mileage reimbursement. Should the displaced employee choose not to accept the position, or is not qualified to accept, the displaced employee may choose to bump under Section D.3 or be displaced and the Library will post the position per Article 11.

Whenever, in the judgment of the Library, it is necessary to fill a vacancy or increase hours in a department, employees in the department with the same job title, whose hours have been reduced, shall have hours added to their “permanent hours” beginning with the most senior employee. Hours will be added until the employee’s regular number of “permanent hours” are restored. Any remaining hours will be restored to the next most senior employee in the job title until all available hours have been restored.

The Library retains the right to reserve a minimum of ten (10) hours for a job posting in the department should the Library decide to maintain the total number of staff hours in the department.

#### D. Order/Bumping

1. Before initiating a reduction in force, the Library may offer employees in the classifications that may be affected the opportunity to accept a voluntary layoff. If an employee expresses such an interest, the Library will make a good faith effort to accommodate such an interest prior to initiating that reduction in force. An employee who elects to accept such a voluntary layoff may rescind that election no later than one (1) week prior to the date such layoff is to begin. Employees on voluntary layoff shall be subject to the same recall rights as all other employees on layoff.
2. Within the particular job classification affected by the layoff or job abolishment, temporary and probationary employees will be laid off first. Probationary employees have no bumping rights. Newly promoted employees have no bumping rights in the promotional classification during their probationary period, but retain seniority in the former job classification. Thereafter, the least senior employee in the affected job classification will be laid off, provided the remaining employees possess the qualifications and ability to perform the work required within that job classification satisfactorily

The employee must be able to perform the duties of the new position satisfactorily and efficiently with a one-day orientation period.

#### E. Recall

1. The Library shall provide the President and Union with a recall list and copies of all notices of recall. A laid off employee is responsible for keeping the Library informed of her/his current address even if she/he will be out of town for a short period. Notices of recall will be sent by certified mail.
2. Whenever, in the judgment of the Library, it is necessary to increase the work force in a department, employees will be recalled in order of seniority, i.e., the most senior employee will be recalled first, provided that the recalled employee is immediately qualified to perform the available work. All bargaining unit employee's transferred to other positions as a result of layoffs, or in a position with a reduction in hours, shall have a preferred right to return to their original or equivalent position. In order to exercise the preference when the original or equivalent position first becomes open, the employee must complete the application process.
3. Affected employees will have recall or reinstatement rights for up to one (1) year from the last day of work in the job title held prior to the initial layoff.
4. No new employees shall be hired into a bargaining unit position until all employees on the recall list who are immediately qualified for that bargaining unit position have been offered recall.
5. If recalled from layoff within one (1) year, the employee shall retain all seniority accumulated prior to layoff.
6. Any full-time employee covered under the Library's group health insurance policy, who is

laid off or whose hours are reduced to part-time, shall be covered through the last pay period of active full-time employment or per the conditions of the Library's health carrier. Continuation of coverage may be available through COBRA.

7. An employee who is recalled or reinstated to his/her former salary grade shall be compensated at his/her former rate of pay plus any additional increase provided during the layoff period. An employee recalled or reinstated to a lower salary grade position shall be paid at that position's current rate.

#### ARTICLE 14: EVALUATIONS.

- A. Supervisors will evaluate employees reasonably soon after the completion of any probationary period. Non-probationary employee evaluations will also be done on an annual basis. The purpose of evaluation is to inform the employee of any problems she/he may have in his/her performance and to provide the employee with information on improvement needed. Where problems exist, supervisors should discuss them with the employee as they arise to enable the employee to attempt to correct the problem. The employee will sign the evaluation, which will indicate only that the evaluation was received by and reviewed with the employee. A copy of the completed annual performance evaluation form will be furnished to the employee at the time he/she signs the form. The employee's signature does not indicate agreement with the content of the evaluation. However, employees have the right to make written objections to his/her evaluation for inclusion in their personnel files.

#### ARTICLE 15: JOB DESCRIPTIONS/CLASSIFICATIONS.

- A. There will be accurate job descriptions for all positions in the bargaining unit. These job descriptions are located in the office of the Assistant Director or designee and will be provided to the Union by the Library. Each Employee shall be provided an accurate copy of his/her job description upon request. Each time the duties and responsibilities of any position materially change, a position description shall be completed and the position examined in the manner set forth in paragraph B of the Article.
- B. The Library will notify the Union thirty (30) calendar days prior to implementing changes in the essential functions of existing descriptions and/or classifications. The Union shall be given an opportunity to provide input prior to implementing any such changes.
- C. The Library will notify the Union thirty (30) calendar days prior to implementing new job descriptions and/or classifications. Disputes regarding inclusion/exclusion of any such new classification within the bargaining unit shall be submitted to S.E.R.B.
- D. Prior to the annual performance review and at the time the employee is preparing their self-assessment, each employee will review his/her own position description. Should the employee feel there have been substantial or significant changes in the essential functions of the job, the employee shall submit to the supervisor, at the time of the annual performance review, a written list of suggested changes. The employee and supervisor may discuss the foundation for the suggested changes during the performance review. The supervisor shall submit the employee's written suggestions for changes to the position description to the

Assistant Director or designee. The Assistant Director shall review all suggestions and update position descriptions as deemed necessary.

ARTICLE 16: DISCIPLINE.

- A. The Library shall not take any disciplinary action against an employee without just cause. An employee may appeal a written disciplinary action through the grievance procedure. Copies of any disciplinary notices shall be issued to the employee and the Union. Prior disciplinary actions shall not be referred to in subsequent disciplinary decisions if, and only if, there was no disciplinary action during the two years preceding the most recent disciplinary action.

ARTICLE 17: GRIEVANCES.

- A. A grievance is a dispute concerning the wages, fringe and/or application of and/or compliance with any provision of this Agreement or Library rules or policies. Any bargaining unit member, a group of bargaining unit members, or the Union may bring a grievance under this procedure provided that the grievance states which member(s) is/are affected and cites the contract provision which the member, group, or Union believes is being violated. If a grievance arises from the actions of an authority higher than the grievant's designated supervisor, it may initially be submitted at Step 2. In such a case, the time limits in Step 2 shall be changed to fourteen (14) calendar days and the Library shall have fourteen (14) calendar days to respond to any grievance filed at that level.

- B. Initiation and Steps of Grievance.

Step 1: An employee may initiate a written grievance within fourteen (14) calendar days, from the date the employee knew or should have known of the event giving rise to the grievance, with his/her immediate supervisor. The supervisor must reply in writing to the grievant within seven (7) calendar days of receipt of the written grievance, with a copy to the Union President.

Step 2: If the employee is not satisfied with the Step 1 response, the employee may appeal the grievance to Step 2 within seven (7) calendar days after receipt of the Step 1 response by filing a written appeal with the Assistant Director or designee. The employee, accompanied at her/his choice by a Union representative, will meet to discuss the grievance within seven (7) calendar days after presentation of the Step 1 appeal with the Assistant Director or designee who shall render a written response to the employee with a copy to the Union President within seven (7) calendar days of the meeting. A Steward and the grievant(s) are entitled to release time at a mutually agreed upon time to meet with management personnel in order to attempt to resolve a grievance.

Step 3: If the employee is not satisfied with the written response at Step 2, the employee must submit a written request to the Union and the Union must subsequently submit a written request for arbitration to the Director within fourteen (14) calendar days from the date of receipt of the Step 2 decision.

- C. In the event the Library does not submit the Step 2 decision within the above time line, the

Union may submit a written request for arbitration to the Director within twenty one (21) calendar days from the date the Step 2 decision should have been issued. In the event the Union does not submit a timely request for arbitration the matter shall be deemed settled.

D. Non-binding Mediation. The parties may mutually agree to pursue non-binding mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service (FMCS) within the twenty-one (21) calendar day period at Step 3, prior to written notification by the Union to the Director and the FMCS of the Union's intent to arbitrate. Such an agreement among the parties shall 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. 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. The fees and expenses of mediation, if any, will be borne equally by the Library and the Union.

E. Arbitration. Upon timely receipt of the employee's and the Union's intent to pursue arbitration, the Union may request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and an arbitrator shall be selected according to the FMCS procedures. The fees and reasonable expense of the arbitrator shall be shared equally by the parties pursuant to FMCS procedures. Neither party shall be responsible for expenses of the other party's witnesses.

F. Scope of Authority.

1. It shall be the function of the Arbitrator to make a decision in case of alleged violations, misapplication, or misinterpretation of negotiated Agreement.
2. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of negotiated Agreement.
3. In rendering decisions, an Arbitrator shall give due regard to the responsibility of management, except, as the responsibilities may be conditioned by the negotiated Agreement.
4. In the event that a grievance is appealed to an Arbitrator, on which the Arbitrator determines the Arbitrator has no power to rule, it shall be referred back to the Union with a notification to the Library without decision or recommendation on its merits.
5. The Arbitrator's decision shall be final and binding upon the employee, the Union, and the Library. The Arbitrator's decision shall not be appealed except for reasons stated in R C 271 1. 10 and in effect on the date of this Agreement.

G. Exclusive Remedy

The parties agree that above grievance/arbitration procedures shall be the sole and exclusive dispute resolution for allegations of the violation, misinterpretation, or misapplication of this Agreement. The members and the Union hereby expressly waive any and all other forums (i.e. the State Personnel Board of Review, Civil Service Commission, and/or the State Employment Relations Board) for disputes concerning this Agreement.

ARTICLE 18: WAGES.

- A. Payday shall be every other Friday.
- B. There shall be no changes in wages paid for the period October 1, 2010 through September 30, 2013. Within thirty (30) days of March 1, 2012, upon the Union providing written notice to the Library, the parties agree that they shall reopen negotiations on the subject of wages only. The parties agree that such negotiations shall commence no later than thirty (30) days after the Union provides that written notice to the Library. This Paragraph 18B shall cease to have effect upon expiration of this Agreement.

ARTICLE 19: INSURANCE BENEFITS.

A. Health Insurance

- 1. Full-time employees (i.e., regularly scheduled to work thirty-seven and one-half (37 1/2) hours per week) shall be eligible for health insurance under the Library's group plan.
- 2. The Library shall pay ninety (90%) percent of the cost of single coverage for full-time employees, or eighty (80) percent of the cost of family coverage for full-time employees. Full-time employees shall pay the appropriate remaining portion(s).
- 3. Any full-time employee covered under the Library's group health insurance policy, who will be on leave of absence from the Library, shall be covered through the last pay period of active employment or per the conditions of the Library's health carrier. Continuation of coverage is available through provisions of COBRA.
- 4. Any full-time employee covered under the Library's group health insurance policy who has applied for and received a leave of absence under the Family and Medical Leave Act will continue to be covered under the Library's insurance policy, as provided in the Act.

ARTICLE 20: PAID TIME OFF FOR PART-TIME EMPLOYEES

- A. Employees hired to work an average of less than twenty (20) hours per week shall receive a bank of PTO hours during the first pay period in January. The PTO hours may be used, at the employee's discretion for sick, vacation, or holiday leave during the calendar year. The PTO bank for each employee shall be calculated on a formula of five pro-rated days. The time must be scheduled with the supervisor in advance and must be used by the end of the calendar year.

Other than its use at an employee's scheduled starting time for a shift, time off shall be taken at a minimum of thirty (30) minutes. Subsequently, time off may be taken in fifteen (15) minute increments.

ARTICLE 21: HOLIDAYS.

- A. Full-time employees shall be paid for holidays. Part-time employees regularly scheduled to work twenty (20) or more hours per week shall be paid for holidays on a pro-rata basis.

Part-time employees who work fewer than twenty (20) hours per week and would normally be scheduled to work on a day that the Library is closed will be allowed to reschedule the lost hours within the same pay period.

B. The following shall be paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Eve Day
10. Christmas Day
11. New Year's Eve Day

Two Floating Holidays to be taken some time within each calendar year subject to the Supervisor's approval. Holidays must be taken as an entire day and are not accrued or carried over from year to year.

C. The Library shall be open on Good Friday.

D. Holidays shall be observed on the specific day unless another day is declared the legal day of observance.

ARTICLE 22: VACATIONS.

A. Full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall accrue paid vacations at their respective rates of pay and scheduled hours. Vacation time shall be credited per pay period as it is earned based on the following Vacation Rate Schedule.

Overtime, Sunday hours, and additional incurred hours shall not count toward vacation accrual.

YEARS	GRADES LIBRARY ASSOCIATE I	ACCRUAL RATE/HR	GRADES LIBRARY ASSOCIATE II	ACCRUAL RATE/HR	GRADES LIBRARY ASSOCIATE III	ACCRUAL RATE/HR
1 thru 4	10 days	0.0384615	15 days	0.0576923	22 days	0.0846154
5 thru 9	15 days	0.0576923	20 days	0.0769231	22 days	0.0846154
10 thru 15	20 days	0.0769231	25 days	0.0961538	25 days	0.0961538
15+	25 days	0.0961538	25 days	0.0961538	25 days	0.0961538

- B. The vacation year shall be based upon the employee's anniversary date. Anniversary date shall be based on the most recent date of hire for employees eligible for vacation except for employees described in Article 12, Section D.
- C. Vacation requests submitted up to one year in advance of the date requested shall be granted, subject to the availability of other qualified employees, on the basis of the earliest written request. Scheduling of managers' vacation shall not be a factor in granting vacation request to bargaining unit employees. For fullest consideration, absent a family medical emergency, vacation requests should be submitted at least three (3) weeks prior to the start of the work week impacted by the vacation request. A written response, approving or denying the request, shall be issued within seven (7) business days, (Monday through Friday), to the employee requesting vacation time. If the request is denied, the employee may appeal the denial to the next management level with an answer required within two (2) working days (Monday through Friday) of the appeal. In each department or branch where bargaining unit employees are affected by vacation scheduling, a master calendar of approved vacations for the department or branch shall be posted.
- D. Employees shall not accrue more than the equivalent of two (2) years vacation.
- E. An employee who is regularly scheduled to work twenty (20) hours per week or more and who is promoted to a different classification during the year shall immediately begin to accrue the vacation benefits of the new job classification.
- F. A part-time employee who receives an increase in hours shall accrue vacation hours based upon his/her new regularly scheduled hours per week.
- G. Employees shall be paid the unused balance of accrued vacation leave upon separation for any reason.
- H. Holidays falling within a vacation period shall not be counted as part of the vacation leave.
- I. Vacation shall be taken at a minimum of one (1) hour.
- J. An employee may cash out no more than 50% of yearly accrued vacation time, one time per year, paid in the first pay period of December.

ARTICLE 23: LEAVES OF ABSENCE.

A. Sick Leave

- 1. A full-time member of the bargaining unit accumulates sick leave at the rate of 4.327 hours for each seventy-five (75) hours of service up to a maximum of 120 days. Part-time employees (i.e., twenty (20) or more hours per week) shall receive a pro-rata share.
- 2. Sick leave may be used for the following reasons:
  - a) Illness or injury of employee or employee's spouse, children or parents,

- b) Pregnancy, childbirth, or pregnancy related conditions of employee or employee's spouse, children or parents,
  - c) Medical, dental, or optical examinations and treatments of employee or employee's spouse, children or parents; and
  - d) Exposure of employee or employee's spouse, children or parents to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
3. An employee on sick leave must call his/her supervisor before his/her regularly scheduled time to report to work and keep the supervisor informed of his/her estimated return to work.
  4. After five (5) days absence, or when an employee, or his/her spouse, child or parent has been hospitalized, a doctor's excuse shall be required prior to the employee's return to work.
  5. The Director has the right to require a doctor's excuse when abuse of sick leave is suspected.
  6. Sick leave must be taken at a minimum of one hour.
  7. An employee may transfer sick leave of up to thirty (30) days from another public institution if the other institution permits such transfers. The employee must bring a letter from the previous employer, certifying that he/she has accumulated the sick leave.

**B. Sick Leave Conversion (a.k.a. Severance Pay)**

1. At the time of retirement from active service with the Library, an employee with ten (10) or more years service with the Portage County District Library may choose to be paid in cash for one-fourth (1/4) the value of his/her earned but unused sick leave credit. The maximum payment may not exceed two hundred twenty-five (225) hours or thirty (30) days, whichever is less.
2. Payment shall be based upon the employee's rate of pay at the time of retirement.
3. Payment shall be made only once and shall eliminate all sick leave credit accrued by the employee
4. An employee who dies shall be considered to have terminated employment as of the date of death and be eligible for sick leave conversion. Payment shall be made in accordance with Ohio Revised Code Section 2113.04, or paid to the employee's estate.

**C. Family Medical Leave**

The Library follows federal law for the Family Medical Leave Act (FMLA).

Employees, who receive vacation, holiday, and sick leave benefits, must exhaust all

applicable paid leave benefits prior to utilization of family/medical leave. If the available leave is less than 12 weeks, then the employee is entitled to take the remainder as unpaid family/medical leave to attain the total of 12 weeks leave.

#### D. Personal Leave

1. Newly hired full-time employees shall receive a pro-rated amount of personal leave time for the balance of the calendar year in which they are hired.
2. Thereafter, on January 1 of each year, full-time employees shall receive three (3) personal days that can be used during the calendar year.
3. Personal days cannot be carried over from one calendar year to the next.
4. Personal days may be used at the employee's discretion, with prior notification to the supervisor.
5. Personal days may be taken in minimum of one (1) hour.

#### E. Bereavement Leave

All employees are entitled to use up to three (3) days off with pay each occurrence, for the death of a spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, and father-in-law or qualifying person as deemed by the Director. Time paid will be based on the employee's scheduled hours.

#### F. Jury Duty/Court Appearances

1. Full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week and are called for jury duty or are subpoenaed to appear in court on behalf of the Library shall be granted time off with pay.
2. Any compensation received from the court shall be reimbursed to the Library.
3. Employees shall return to work for any portion of the day that they are released from jury duty, or after their court appearance
4. Employees appearing in court on their own behalf shall use vacation or personal leave time.

#### G. Unpaid Leaves

1. An employee shall be eligible to apply for an unpaid leave of absence after one year of employment with the Portage County District Library.
2. A request for leave of absence shall be submitted in writing to the Director for his/her approval and presented to the trustees for approval.

3. The Director shall consider the supervisor's recommendation and staffing requirements before approving a leave of absence.
4. Providing service is of primary importance to the Library, therefore, leaves of absence shall not be granted on a day-by-day basis when an employee wishes to take a day off without pay.
5. An unpaid leave of absence of up to six (6) months may be granted to an employee for any personal reason.
6. An experience, which will benefit the Library unpaid leave of up to two (2) years may be granted for purposes of education, training, or specialized.
7. Employees returning from a LOA of thirty (30) calendar days or less will be reinstated in their former position. An employee returning from a LOA of more than thirty (30) calendar days will be reinstated in her/his former position if it is still vacant, or in the first available equivalent position within the Library System if her/his former position had to be filled.
8. An employee may be returned to active pay status prior to the originally scheduled return date if mutually agreed to by the employee and the Director.
9. If it is discovered that leave is not being used for the purpose for which it was granted, the Director may take disciplinary action up to and including termination of employment.
10. During a leave of absence seniority shall not be broken, however, vacation, sick leave, and personal leave time shall not accrue during the leave.
11. Employees who participate in the group medical insurance program shall be covered through the last active day of employment. Continued coverage may be available as provided by COBRA. Library paid insurance shall begin again when the employee returns to work.

#### ARTICLE 24: MISCELLANEOUS BENEFITS.

##### A. Public Employment Retirement System

1. Library employees are covered by the Public Employees' Retirement System of Ohio (P.E.R.S.) rather than the Social Security System and are eligible for coverage under regulations established by the P.E.R.S.

##### B. Workers' Compensation

State law provides that every library employee is eligible for Workers' Compensation for injuries arising out of or in the course of his/her employment. Guidelines for administering Workers' Compensation are set forth as follows:

1. Should an employee be injured during the course of employment with the Library, the

employee shall notify his/her supervisor, if possible, and the supervisor shall notify the proper authority and shall complete an accident report. This report shall be completed on all work related injuries, whether or not they require medical attention. The report shall be forwarded to the Director no later than twenty-four (24) hours after the accident.

2. In the event of a serious injury, the injured employee's supervisor shall notify the Director immediately, so that an investigation may be initiated.
3. The employee shall inform his/her supervisor or his/her expected date of return to work as soon as it has been determined.
4. An employee who is injured at work and must leave before completing his/her work day shall be paid at his/her regular hourly rate, for the balance of time left in the day.
5. An injured employee may elect to use accrued sick leave and/or vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for sick leave and/or vacation while simultaneously receiving payment from Workers' Compensation.

#### C. Liability Insurance

Employees shall be covered under the Library's liability insurance policy while acting within the scope of their duties. This coverage includes supplementary coverage to the employee's private motor vehicle liability insurance when the employee uses his/her own car on Library business. Employees are required to carry liability insurance on any private vehicle used on Library business.

#### ARTICLE 25: NO STRIKE/NO LOCKOUT

- A. The parties agree that the Union shall not strike and the Library shall not lock out employees during the term of this agreement. The parties further agree that the Library's promise not to lock out employees was given in exchange for the Union's promise not to strike. The parties also agree these respective promises will not be enforceable after the expiration date of this agreement.

#### ARTICLE 26: 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 Board or the Union may initiate negotiations by letter at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration date of this Agreement. At that time the Board 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 five (5) members per team.
- D. The first negotiation session shall be held upon a mutually agreeable date. Each team may take caucuses of a reasonable length of time.
- E. When tentative agreement is reached through negotiations, the tentative agreement shall be reduced to writing and initialed by the parties.
- F. Both parties agree that mediation shall be the first step in impasse and further agree that either party may invoke mediation after that party declares impasse if it deems it advisable. The parties agree to use a mediator appointed by the Federal Mediation and Conciliation Service (FMCS). After thirty (30) days from the invoking of mediation either party may lock out/strike as permitted by law.
- G. Effective for negotiations beginning on or after October 1, 2013, the Library shall pay up to sixteen (16) hours per person for up to five (5) Union Negotiation Team members or alternates for actual time spent in negotiations. The parties agree, therefore, that the maximum time which the Library shall pay for in total is eighty (80) hours. Subject to the foregoing, the Union shall specify in writing, at the time a tentative agreement is reached, the identity of each Union Negotiation Team member to be paid and the number of hours each such Team member is to be paid. Union Negotiation Team members shall not be paid for travel time to and from negotiations and shall not be eligible for any mileage reimbursement related to any such travel time.

ARTICLE 27: WAIVER OF NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

- A. The Library shall retain all rights, powers, duties and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate except when expressly and specifically limited or restricted by the terms of this Contract or the law. The Union acknowledges that it had full opportunity to negotiate any and all matters that affect wages, hours, and conditions of employment up to the date of ratification.

ARTICLE 28: ENTIRE AGREEMENT CLAUSE

- A. This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Library and the employees and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 29: CONFLICT WITH LAW.

- A. If any provisions of this Agreement conflict with any Federal or State law, now or hereafter enacted, such provision shall be inoperative, but the remaining provisions hereof shall remain in effect.

ARTICLE 30: NON-DISCRIMINATION.

- A. There shall be no discrimination, interference, or coercion practiced by the employer or the Union in the application of the terms of this Agreement because of an employee's age, sex, color, creed, sexual orientation, national origin or membership or non-membership in the Union.
- B. All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 31: LABOR MANAGEMENT COMMITTEE.

The Union and the Library shall maintain a Labor Management Committee. The purpose of the committee is to discuss common concerns and issues of concern to either side. The Committee shall not be a substitute for the regular negotiation process.

The Labor Management Committee shall meet at least once each quarter. Additional meetings may be called as needed per agreement of both Labor and Management.

Within six (6) months of the ratification of this 2010 Agreement, the members of the Committee shall hold an organizational meeting with a mediator from Federal Mediation and Conciliation Service to establish the guidelines for the Labor Management Committee. This training shall occur during a regular quarterly meeting of the Labor Management Committee and shall include up to four (4) Union members and up to four (4) Management members.

ARTICLE: 32 HEALTH & SAFETY COMMITTEE.

- A. The Union and the library shall jointly establish a Health & Safety Committee, which shall consist of six (6) members, three (3) appointed by the Library and three (3), appointed by the Union. Each member shall represent the party appointing her/him and may be replaced in accordance with the by-laws established by the committee.
- B. The two (2) parties agree that they shall use a problem-solving approach to all matters that come before them. The recommendations of the Committee shall be the result of consensus, ensuring that each member is actively involved in decision-making.
- C. In the event the Committee reaches a consensus decision, it shall make written recommendation(s) to the Director or his/her designee and a copy to the Union. The Library and the Union will request that the Federal Mediation and Conciliation Service train the Committee in utilizing a problem-solving approach in Health & Safety Committee meetings.
- D. The purpose of the Committee shall be to identify, discuss and recommend to eliminate or reduce circumstances and working situations encountered by the employees in their work environment, which are considered by the Committee to present a health or safety hazard. It is understood that the Committee has no authority to alter the collective bargaining agreement or Library policies and procedure.
- E. The parties shall mutually agree on meeting dates and times. All meetings shall be held on

Library time but no more than two (2) hours every four months. Additional meetings may be scheduled with the approval of the Library Director. If both parties submit no agenda items, the committee shall not be required to meet.

- F. Within sixty (60) days of the ratification of this Agreement, the members of Health & Safety Committee shall hold an organizational meeting with a mediator from Federal Mediation and Conciliation Service to establish the guidelines for the Health & Safety Committee.

### ARTICLE 33: LIBRARY CLOSINGS

- A. Closing the Libraries for any reason will be at the discretion of the Director or designee. Procedures to notify employees of Library closings include calling trees that will be updated at least two (2) times per year, and, if possible; call-in-announcements on the telephone system via the 800 number, and closing information on the Library's web site. Library employees shall report utility, heating, or air-conditioning outages to their immediate supervisor, Assistant Director, or Director for consultation and review of guidelines on building safety for public buildings prior to closing a facility. In the event the supervisor, Assistant Director, or Director are unavailable, staff should contact another Branch Manager.
- B. In all Library closing occurrences, an employee already absent from work using sick, vacation, holiday, compensatory, funeral, jury, or any other paid leave is not affected by the sections in this article. The missed hours of work continue to be sick, vacation, holiday, compensatory, funeral, jury, or whichever paid leave was designated prior to the closing of the facility.

#### **Delayed opening or early closing**

- C. If a building experiences an unplanned delayed opening or early closing, employees scheduled to work during that time will be compensated for the time the building is closed. If employees are called back to work and if less than one-half (1/2) of their shift remains, those employees may use paid time off for the balance of their shift, providing staffing levels are adequate.

#### **Short-term unplanned closing**

- D. Employees scheduled to work will be compensated for the first day or portion of a day of a short-term, unplanned closing of a branch or building. Any additional days the branch or building is closed employees may choose to be either temporarily relocated to another branch or building or allowed to use paid or unpaid time off. If a branch or building is closed more than one (1) day or portion of the day due to extreme weather, scheduled employees at the affected branch or building will receive compensation for the duration of the closing. If a branch or building is closed more than one (1) day for reasons other than extreme weather conditions, affected employees will be given notice the evening before of their choice to relocate to another facility or use paid or unpaid time off.

#### **Short-term planned closing**

- E. For planned short-term closings, staff will be rescheduled or reassigned or given the option to use paid leave. Whenever possible, employees will be relocated to another branch or department that will cause the least hardship to the employee.

ARTICLE 34: DURATION.

A. This Agreement shall be effective October 1, 2010 and expire at midnight on October 1, 2013. The Agreement shall be renewed automatically for successive one (1) year periods, thereafter, if neither party initiates negotiations via certified mail as stated in Article 26 prior to expiration of the Agreement.

FOR THE LIBRARY

FOR THE UNION

\_\_\_\_\_  
Board President

\_\_\_\_\_  
PCDL Executive Board Member

\_\_\_\_\_  
Director

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Assistant Director

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Dave Regan – President District 1199

\_\_\_\_\_  
SEIU District 1199 Representative

## **APPENDIX A: DRUG AND ALCOHOL POLICY**

### **A. Drug Free Workplace**

- 1) Purpose: The Library's policy is to ensure that its employees are free from the effects of alcohol and/or illegal drugs at all times while on duty. The Library's goal is to reduce accidents, injuries and fatalities resulting from drug and alcohol abuse and to ensure that employees are drug and alcohol free while serving the needs of the Library. The Library recognizes alcoholism and drug addiction as treatable diseases and encourages those employees who suspect that they have an alcohol or drug problem to seek professional treatment and assistance. An Employee Assistance Program (EAP) is available to all employees for this purpose. This provision does not prohibit the Library from taking appropriate disciplinary action against employees for inappropriate behavior resulting from drug or alcohol use. Additionally, this provision does not affect or alleviate any additional requirements concerning drug and alcohol testing under regulations promulgated regarding receipt and maintenance of a Commercial Driver's License (CDL).
- 2) The Portage County District Library Board of Trustees certifies that it intends to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988.
- 3) Any employee must notify the Employer in writing of a conviction for a violation of criminal drug statute occurring in the workplace not later than five (5) calendar days after such conviction.
- 4) The Library shall notify any affected federal agency in writing, within ten (10) calendar days after receiving notice under the paragraph above from an employee or otherwise receiving actual notice of such conviction. The Library will provide the employee's position title to every project officer or other designee on whose project activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant or cooperative agreement.
- 5) Within 30 calendar days of receiving notice of a conviction for a violation of criminal drug statute occurring in the workplace, the Library shall:
  - a. Take appropriate personnel action against an employee, up to and including discharge, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and/or
  - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### **B. Use of Alcohol and Controlled Substances Prohibited**

- 1) No Library employee shall report for duty or remain on duty while using, or while under the influence of, alcohol or any controlled substance. Employees may report for duty or remain on duty while using controlled substances prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his job duties and the use of the controlled substance does not adversely affect the employee.

### C. Events Resulting in Employee Drug and/or Alcohol Testing

- 1) All Library employees may be subject to drug and/or alcohol testing conducted under any of the following conditions:
  - a. Reasonable suspicion of drug and/or alcohol use:
    - i. Whenever the employee's supervisor or another manager has reasonable suspicion to believe that the employee is under the influence of alcohol or a controlled substance, the supervisor or another manager may require such employee to submit a urine or other sample for alcohol and/or controlled substance testing.
    - ii. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.
  - b. Return to work testing:
    - i. Before an employee returns to work following a positive alcohol/controlled substance test result, the employee shall undergo a return to work alcohol/controlled substance test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for controlled substances.
  - c. Follow-up drug and alcohol testing:
    - i. Any employee who tests positive for the use of alcohol or controlled substances while on duty will be referred to the EAP for evaluation by a substance abuse professional.
    - ii. The employee shall be subject to unannounced follow-up alcohol and/or controlled substance testing consisting of six tests in the twelve-month period following the employee's return to work.
  - d. Any Library employee may voluntarily undergo a drug screening and/or alcohol screening test. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

### D. Testing Requirements

- 1) All drug screening tests shall be conducted by medical laboratories meeting the standards of, and certified by, the National Institute of Drug Abuse, the National Institutes of Health, and/or the Department of Health and Human Services.
- 2) Any employee who is notified of selection for drug and alcohol testing shall be relieved of any job responsibilities immediately and shall proceed to the designated test site immediately. The employee shall be accompanied by the Library Director or designee. A selected employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered a refusal to test.
- 3) The employee shall provide a signed release for disclosure of the testing results to the Library. Refusal to submit to the testing or to execute the release may be grounds for discipline up to and including discharge.
- 4) The results of the testing shall be delivered to the Library and the employee being tested. An employee whose test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results

were obtained using the approved protocol methods. Costs of all drug screening tests and confirmatory tests shall be borne by the Library except that any test initiated at the request of the employee shall be at the employee's expense. Costs associated with follow-up counseling will be borne by the employee, subject to the provisions of any applicable insurance coverage the employee may have.

#### E. Refusal to Test

- 1) Refusal to submit to drug and alcohol tests as ordered by the Library will be grounds for disciplinary action up to and including discharge. Other actions that may be considered a refusal to test include, but are not limited to:
  - a. Refusal to sign the form releasing test results to the Library;
  - b. A non-medical delay in providing urine, breath, blood, saliva or any other specimen;
  - c. Failure to report directly to the testing facility upon notification;
  - d. The use of any product to invalidate the test results.

#### F. Confirmatory Tests

- 1) If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the laboratory's procedures.
  - a. In the event the second test confirms the results of the first test, the Library may proceed with appropriate discipline.
  - b. In the event that the second test contradicts the result of the first test, a third test will be completed in accordance with the procedures prescribed above.
  - c. The results of the third test, if positive, shall allow the Library to proceed with discipline as set forth in this policy. If the results of the third test are negative, discipline shall not be imposed.

#### G. Discipline and Rehabilitation

- 1) The Library may place an employee on administrative leave with pay before the time the confirmatory test results are complete. If the testing required above has produced a positive result, the Library may take appropriate disciplinary action up to and including discharge.
- 2) An employee who participates in a rehabilitation or detoxification program will be placed on Family and Medical Leave Act leave if applicable. An employee may be required to use sick time, compensatory days, vacation leave, and/or personal days for the period of rehabilitation or detoxification. If no accrued leave is available, the employee may be placed on an unpaid leave of absence for a period of up to six months, as provided for in section 23(A)(1) for the rehabilitation or detoxification program.
  - a. For purposes of Appendix C only, employees who have previously exhausted sick, compensatory, vacation, personal, or any other accrued leave time and are not eligible for FMLA may apply for an unpaid leave of absence, for a period of up to six months for a rehabilitation or detoxification program. Final approval for all unpaid leave requests rest with the Portage County District Library Board of Trustees.

- 3) Employees are responsible for the costs of any rehabilitation or detoxification program

subject to the provisions of any applicable insurance coverage the employee may have.

#### H. Confidentiality

- 1) Test results will generally remain confidential. However, the Library may use test result information in connection with Library business, for purposes of employment or disciplinary actions and in defense of related litigation.
- 2) The Library may also disclose test results when required by government agencies or in accordance with state and federal law.

**LETTER OF UNDERSTANDING  
LABOR MANAGEMENT COMMITTEE**

This letter is written to confirm what as agreed upon in Interest Based Bargaining concerning referring the following issues to the Labor-Management Committee:

- The Committee will explore and select a carrier for a short-term disability plan for all employees, as limited by carrier, at the expense of the Library. The Committee shall make a recommendation of a short-term disability plan within 90 days of ratification of the contract to the Director.
  
- The Committee will explore and select a carrier for a Employee Assistance Plan at the expense of the Library and shall make recommendation of a Employee Assistance Plan to the Director within 90 days of ratification of contract.

The following guidelines have been recommended for the purpose of selecting a carrier:

- The Library will commit to a maximum of \$7,000.00 per year budget for Short-term Disability Plan.

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Chapter Pres. SEIU District 1199

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Director, Portage County District Library

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Union Representative SEIU District 1199

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Portage County District Library

**LETTER OF UNDERSTANDING**

**PORTAGE COUNTY DISTRICT LIBRARY AND SEIU DISTRICT 1199**

**USE OF PRACTICUM AND INTERNSHIP STUDENTS**

The use of Practicum and Internship Students within the Portage County District Library System shall be at the discretion of the Library System. The Library shall not use Practicum and Internship Students to do bargaining unit work on a regular basis or use in such a way to replace bargaining unit staff or reduce staffing.

The Library Director or designee shall supervise Practicum and Internship Students. Bargaining unit employees will not be required to assist Practicum and Internship Students with projects or assignments. Bargaining unit employees may be of help in a general nature to the Practicum and Internship Students in the same manner as they would be to a patron. Practicum and Internship Students' association with Portage County District Library shall be for a specified period as required by the sponsoring educational institution or internship agreement.

\_\_\_\_\_  
Portage County District Library

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
SEIU District 1199

\_\_\_\_\_  
Title Date

**LETTER OF UNDERSTANDING**  
**PORTAGE COUNTY DISTRICT LIBRARY AND SEIU DISTRICT 1199**  
**TRANSFER/REASSIGNMENTS**

**The following procedures shall be followed if an employee is transferred/reassigned:**

- 1. The transfer/reassignment shall be discussed with the employee two weeks prior to the effective date of the transfer/reassignment.**
- 2. The Union President shall be advised of the transfer/reassignment.**
- 3. The employee, along with a Union Representative, may request a meeting with the manager prior to the transfer/reassignment going into effect.**
- 4. When possible, the employee will be informed of the length of the transfer/reassignment.**
- 5. When working in more than one branch, the employee shall be paid mileage and travel time from the employee's originating branch or department to the branch or department the employee has been transferred/reassigned to.**

**For Portage County District Library:**

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<b>Signature</b>	<b>Title</b>	<b>Date</b>
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**For SEIU District 1199:**

<b>Signature</b>	<b>Title</b>	<b>Date</b>
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