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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

**TOLEDO-LUCAS COUNTY
PUBLIC LIBRARY**

&

THE

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 4319
LIBRARY UNIT**

September 24, 2014 through September 23, 2017

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PREAMBLE

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations among the Library, the employees and the Union.

The parties recognize that they have a concurrent responsibility to provide materials and services to the individual citizen, to community organizations, to governmental, labor and social agencies and to business and industry. Therefore, the provision of exemplary public service to the community is their common and primary objective.

ARTICLE 1 PARTIES TO THE AGREEMENT

This Agreement is entered into between the Toledo-Lucas County Public Library (known hereinafter as “Library”) and the Communications Workers of America, AFL-CIO and its appropriate local representing Library employees (collectively known hereinafter as “Union”) and constitutes a binding agreement between the parties.

ARTICLE 2 RECOGNITION

- Recognition

The Library hereby recognizes the Union as the sole and exclusive bargaining representative for members of the bargaining unit defined below. This recognition shall be for the purpose of negotiating about wages, hours and working conditions except for those matters reserved to the Library under Article 6 or declared as illegal topics of bargaining under Ohio Revised Code 4117.08.

The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union for purposes of collective bargaining, contract enforcement and grievance resolution.

- Scope of Bargaining Unit

Pursuant to the June 18, 1987 State Employment Relations Board certification, in Case Nos. 85-RC-03-3189 and 85-RC-04-3417 the bargaining unit shall consist of all clerical, custodial, maintenance, support staff, and all other employees of the Library whether full-time, part-time, limited part-time, or Shelves except that the bargaining unit shall not include any employees defined as supervisory, managerial, professional, confidential, seasonal, temporary, or casual or otherwise exempted from inclusion by Ohio Revised Code 4117.01, or by previous stipulation of the parties, Class A probationary employees (as defined in Article 12), substitutes, pages, interns, volunteers or Guards. Persons in the bargaining unit are hereinafter known as “employees” or “bargaining unit members.”

ARTICLE 3 UNION SECURITY – PAYROLL DEDUCTION

Each member of the bargaining unit shall pay to the Union regular Union Dues or a fair share as a condition of employment. The fair share fee will not exceed the amount for the regular Union Dues. The regular Union Dues shall be established under the terms of the CWA Constitution and certified to the Library by the Union.

The payroll deduction of the regular Union Dues or fair share fees shall be made in equal amounts twice per month during which an employee is in active pay status.

The Union shall indemnify the Library against any and all claims, demands, suits, or other forms of liability or costs that shall arise out of, or relate to, any action taken, or not taken by the Library for the purpose of complying with the provisions of this Article.

The Library agrees to forward checked-off dues to the Union within two (2) weeks following the second (2nd) payday of each month. All remittances shall be mailed by the Library to the Secretary-Treasurer, Communications Workers of America.

In addition to dues, the Library shall check off, when voluntarily authorized by an employee, payments to COPE or a designated Credit Union. The COPE payment shall be identified as such and forwarded as in the preceding paragraph on a monthly basis. The Union shall notify the Library of the proper disposition of Credit Union monies.

ARTICLE 4 UNION REPRESENTATIVES – RIGHTS, LEAVES

It is the policy of the Library to afford its employees individually or as a group, the rights, if requested by an employee, to have a union representative present in attempting to prevent or settle a grievance or represent the employee in a disciplinary meeting.

The Library will recognize union officers, stewards, and designated staff representatives provided the Union notifies the Library in writing of the current names on this list.

The Union will designate stewards from the various work group classifications and locations.

The Library recognizes that union members, designated by the Union as stewards, and union officers may, during normal working hours, without loss of time or pay, handle grievances. If applicable, mileage will be paid to conduct Library/Union business during normal Library hours.

The Union representative leaving his work area to attend to duties incumbent upon the Union by this Agreement must first receive authorization from his immediate supervisor and shall be absent from his work area only for

the period of time reasonably necessary to attend to these duties. Before leaving his work area, the union representative shall notify his supervisor where he will be. The supervisor of the area into which the representative is visiting shall be notified of the representative's presence and purpose of the visit.

Union business is not to be conducted in public service areas, on telephones in public service areas, or in a manner which unduly ties up telephones normally used for conducting Library business.

Union representatives conducting grievance investigations or other activities incumbent upon them by this Agreement shall not do so in public service areas but rather shall be provided a private place to do so by the Library where practicable.

The Union may make reasonable use of the Library mail system, labeling service, and copy machines when immediate distribution of information is necessary. The Human Resources Department will consider and grant reasonable requests.

The Library will provide a telephone for the Library Unit Director. Use of this telephone will be solely for business purposes. Should the Library provide a cellular telephone, any charges beyond the monthly fee are the responsibility of the Union.

The Union shall be permitted to use a lockable file cabinet at a location convenient for the Director of the Library Local.

The Library agrees to grant pay to the Library Unit Director and five (5) bargaining unit members who are appointed as representatives to serve on the Union Negotiating Committee of lost straight time spent to renegotiate this Agreement. It is understood that, for the mutual convenience of the parties, it may be necessary that such meetings sometimes start between or extend beyond the scheduled workweek. The Library will grant return straight time for hours worked beyond the negotiating team's scheduled workweek.

The Library agrees to provide paid leaves of absence of no more than six (6) days each for no more than twelve (12) stewards for steward training over the life of the contract where the granting of such leave would be practicable.

The Human Resources Manager may grant union release time, with pay, to employees who are elected or selected by the Union to attend meetings, conferences or conventions conducted by the Union.

An employee with one (1) year of service who accepts a full-time assignment with the Communications Workers of America by election, appointment, or hire shall be granted a leave of absence not to exceed four (4) years for said assignment without loss of seniority. Upon application in writing, said leave may be extended for one- (1) year periods not to exceed three (3) years.

ARTICLE 5 INFORMATION PROVIDED TO THE UNION

The Library shall provide the Union with a list of bargaining unit members broken down by job classification and seniority on an annual basis. This list will be forwarded no later than January of each year.

Each month, the Library shall provide a list of regular union dues payers and fair share payers arranged alphabetically. This list will show the employee's seniority, employee's date of appointment, home address, work location, status, date of birth, job title, and amount of dues or fees paid by the employee and forwarded to the Union.

The Library agrees to furnish to the Union each month a list showing any changes in classifications, transfers, and terminations, including the work location of the affected employees and any change in the home address of the employees.

ARTICLE 6 MANAGEMENT RIGHTS

Except as expressly limited by the written terms of this Agreement, the Library retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the United States and of the State of Ohio, and all management prerogatives traditionally enjoyed by employers including but not limited to the rights enumerated in ORC 4117.08. The Library's management rights include but are not limited to the right to:

- Determine matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the Library, days and hours of operations, standards of service, its overall budget, utilization of technology, and organizational structure;
- Direct, supervise, evaluate, or hire employees;
- Maintain and improve the efficiency and effectiveness of Library operations;
- Determine the overall methods, process, means, or personnel by which Library operations are to be conducted; determine job classifications and the appropriate compensation levels for each;
- Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain, or lay off employees;
- Determine the adequacy of the workforce;
- Determine the overall mission of the Library as a unit of government;
- Effectively manage the workforce;

- Take actions to carry out the mission of the Library as a governmental unit.

The Library's use of judgment and discretion in connection with the exercise of the foregoing powers, rights, authority, duties, and responsibilities is limited only by the specific and express terms of this Agreement.

ARTICLE 7 **NON-DISCRIMINATION**

- The Library and the Union agree and declare that there shall be no discrimination against any employee because of age, race, color, creed, national origin, sex, disability, membership, or non-membership, in the Union or participation or non-participation in Union activities. No employee shall be coerced or required to join or refrain from joining the Union.

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

- The Library and the Union agree and declare that there shall be no retaliation against any union representative or employee because of:
 - Consulting with Union representatives; or
 - Participation as a Union representative.

ARTICLE 8 **CORRECTIVE ACTION**

The Library agrees to apply the principles of progressive discipline when appropriate. The normal application of progressive discipline is a verbal reprimand followed by one (1) or more written reprimands, and one (1) or more suspensions prior to termination, depending upon the seriousness of the offense. A documented discussion shall occur prior to the application of progressive discipline. This discussion may be by-passed depending upon the seriousness of the offense.

Prior to disciplinary action, an employee will be notified of the right to union representation.

A copy of any written notice of disciplinary action given to any employee will also be given to the President of the Local and the Library Local Unit Director.

In the event that a disciplined employee receives no further disciplinary action for a period of one (1) full year from the date of cause or eighteen (18) months in cases which resulted in the employee's suspension, the record of the action will be void as a basis for applying further progressive disciplinary actions, transfers, or promotions.

ARTICLE 9 GRIEVANCE PROCEDURE

Definition of Grievance

Only matters involving the interpretation, application or enforcement of a specific provision of this Agreement shall constitute a grievance under the provisions set forth below.

Working days will be considered Monday through Friday.

Initiation of Grievance and Steps

Step One – Prior to filing a written grievance, the employee and/or his Union representative, shall discuss the matter informally with his immediate supervisor, within eight (8) working days of the occurrence of the incident in an effort to find a resolution to the grievance.

If the informal meeting does not resolve the matter to the satisfaction of the employee, the Union shall, within eight (8) working days following the informal discussion with the supervisor, reduce the grievance to writing and submit it to the grievant's immediate supervisor with a copy to the Human Resources Manager.

The supervisor shall have five (5) working days following the receipt of the grievance to respond in writing to the Union.

Step Two – If the grievance is not satisfactorily resolved at Step One, the Union shall have six (6) working days following the receipt of the supervisor's response to appeal the grievance to the Human Resources Department. The grievance shall include copies of the original grievance and the response received from the supervisor. The Human Resources Department shall have ten (10) working days following the receipt of the grievance to hold a hearing with the appropriate Union representative. The Human Resources Department shall have five (5) working days following the hearing to respond in writing to the Union.

Step Three – If the grievance is not satisfactorily resolved at Step Two, the Union shall have six (6) working days to appeal the grievance to the Personnel Committee of the Board of Trustees. The Personnel Committee shall instruct the Human Resources Department to schedule a hearing between at least one (1) member of the Personnel Committee and the appropriate Union representative, within ten (10) working days following the receipt of the grievance. The Library shall respond, in writing, to the Union within ten (10) working days following the date of the hearing.

In the case of dismissal or severe discipline, the Union reserves the right to escalate the grievance directly to the second step of the grievance procedure.

In the event that the Union or the grievant fails to appeal the grievance or follow the time limits or procedure set forth in Steps One through Three, the grievance shall be considered dropped. In the event that the Library fails to

appeal the grievance or follow the time limits or procedures set forth in Steps One through Three, the grievance shall be deemed valid and the relief requested granted. However, if the Human Resources representative is absent on the date of required action, where reasonable, the date of required action shall be extended five (5) working days after the Human Resources representative returns. Grievances settled by default of any of the parties shall not be precedent for later grievances. Time limits may be extended due to extenuating circumstances by the mutual agreement of the Library and the Union. All such extensions shall be in writing with specific time lengths agreed to by both parties.

At any step of the grievance procedure the Library or the Union, by mutual consent, may call for a Federal Mediation and Conciliation (FMCS) Service mediator to assist in settling the issue. Both parties understand that mediation is not binding.

The Library and Union will select a panel of three (3) mediators to use for the duration of the contract, and the members of the panel shall rotate.

When mediation is requested, the time limits set forth in this Article shall be suspended until either party declines mediation, or at the conclusion of mediation. Either party shall have ten (10) calendar days from the date of a request for mediation to decline. The request and response shall be in writing.

Upon either party's election to decline mediation, or at the conclusion of mediation, time limits set forth in this Article will be reinstated.

Arbitration

If the grievance is not satisfactorily resolved at Step Three, the Union shall have twenty-five (25) working days following the receipt of the Library's decision to notify the Human Resources Department in writing of their intention to arbitrate the grievance. Within ten (10) working days of receipt of the notice, the Human Resources Department shall request a list of seven (7) arbitrators, preferably from the Eastern Michigan or Northern Ohio areas, from the FMCS. Upon receipt of the list, the Human Resources Department and the union representative shall alternately strike names from the list. The Library shall strike the first name from the list, the Union the next name, and so on until one name remains. The remaining name shall be the selected arbitrator. Upon completion of the hearing, the decision of the arbitrator shall be final and binding.

The cost of the Arbitration proceedings shall be borne equally by the Library and the Union with the exception that if a verbatim record of the proceedings is required by only one side, that side shall bear the entire cost of having such verbatim record provided, with all other costs to be split equally.

The arbitrator's sole function shall be to interpret this Agreement to determine whether the Library or the Union is failing to abide by its provisions.

The Arbitrator shall not have authority to change, amend, modify, supplement, or otherwise alter the Agreement or any part thereof in any respect, nor have jurisdiction over wage or other economic disputes arising out of contract negotiation.

Grievances by the Library

If the Library has a grievance against the Union under this Agreement, the Library shall contact the Local Union President, and an attempt shall be made to resolve the grievance. In the event no resolution can be reached, the Library may proceed to arbitration as outlined in this Article.

ARTICLE 10 RIGHT OF ACCESS TO PERSONNEL FILE

The Human Resources Department shall maintain the only official personnel file for each employee. All bargaining unit members shall have the right to review the contents of their personnel file upon making an appointment with the Human Resources Department during normal business hours. The appointment to review shall be scheduled to occur within five (5) working days of the request. Time limits may be extended by mutual consent of the employee and the Human Resources Department. A Union representative shall have access to the contents of an employee's personnel file only with the employee's written permission. Employees shall receive a copy of any item in their personnel file upon request. The Union, with the employee's written consent, shall receive a copy of any item contained in the employee's personnel file.

An employee may submit a written response to materials in their personnel file.

ARTICLE 11 NO STRIKE/NO LOCKOUT

During the term of the Agreement or any extensions thereof, there shall be no lockout, no strike, no sympathy strike, no concerted action in failing to report to duty, no failure to report for duty, no willful absence from a bargaining unit member's position, no stoppage of work, no slow down, or absence in whole or in part from the full, faithful and proper performance of the duties of employment.

Any bargaining unit member violating the provisions of this Article may be disciplined.

The Union agrees that it shall at all times cooperate with the Library to see that operations are continued in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any conduct in violation of this Article occurs, the Union shall promptly notify all employees that the conduct is prohibited and not in any way sanctioned or approved by the Union. The Union shall promptly request all bargaining unit members to cease any such conduct and return to work at once.

ARTICLE 12 DEFINITION OF STATUS

I. Regular employees - All employees who have successfully completed any required probationary period(s). Regular employees fall into one (1) of the following categories:

- A. Full-time - any employee who regularly is paid for seventy-five (75) hours or more per pay period.
- B. Part-time - shall be divided into two (2) categories:
 - "Part-time I" - any employee who regularly is paid for at least fifty-six (56) and less than seventy-five (75) hours per pay period.
 - "Part-time II" - any employee who regularly is paid for at least thirty-seven (37) and less than fifty-six (56) hours per pay period.
- C. Limited Part-time - any employee who regularly is paid for less than thirty-seven (37) hours per pay period.
- D. Shelver – any employee who regularly is paid for not more than fifty (50) hours in a pay period and as defined in Exhibit H.

II. Probationary Employees

- A. Class A probation: All newly appointed persons whether Full time, Part-time, or Limited Part-time shall serve a six- (6) month probationary period from date of appointment. Class A probationary employees are not employees or bargaining unit members for the purpose of this Agreement while serving their probationary period. Probationary persons must, after thirty (30) days from date of appointment, either join the Union or be responsible for payment of the Fair Share Fee as outlined in Article 3. Union dues shall be taken immediately upon employment.

Employees serving a Class A probationary period shall not be eligible for transfers or promotions unless no other qualified applicants exist in the bargaining unit.

- B. Class B probation: Employees who are promoted or who are transferred into a different job classification shall serve a six- (6)month probationary period from the effective date of the transfer. Class B probationary employees shall not be eligible to apply for any lateral transfer job openings in the same employment status for the duration of the probationary period.
- C. Class C probation: Employees who are transferred shall serve a two- (2) month probationary period from the effective date of the transfer. Class C probationary employees shall not be eligible to apply for any lateral transfer job openings in the same employment status for three (3) months from the effective date of transfer.

A Class A employee's probationary period may be extended for not more than three (3) months, with review on a month-to-month basis, and a Class B or C employee's probationary period for not more than two (2) months, with a review on a month-to-month basis, when the Library has not been able to fully assess the employee's performance during the initial probationary period.

The Library and CWA must mutually agree, in writing, to an extension of an employee's probationary period.

Within the Class B and Class C probationary periods set forth above, the Library may return the employee to the job from which the employee was promoted or transferred to a position similar in grade and status. Should a probationary employee in Class B or C request to return to his former position, the Library will attempt to grant his request.

An employee who is granted a leave while on probationary status shall be required to serve the equivalent leave time, upon their return, to complete the probationary period.

ARTICLE 13 SENIORITY

There shall be one (1) form of seniority which shall be a bargaining unit member's total uninterrupted service with the Library. Notwithstanding, those Articles that specifically address an employee's length of service shall not use the seniority calculation process, as defined in this Article, as a basis for application. In these Articles, actual length of service shall apply.

Class A probationary employees will have no seniority until the successful completion of the probationary period. Upon the successful completion of the Class A probationary period discussed in Article 12, a bargaining unit member's seniority shall be retroactive to his date of appointment.

The Unit Director and two (2) chief stewards will be entitled to super seniority for layoff purposes only.

A bargaining unit member's seniority shall terminate if a bargaining unit member:

- Quits or resigns
- Is discharged for cause
- Is laid off for a period of more than twenty-four (24) consecutive months
- Fails to report to work as scheduled after a leave of absence or layoff
- Fails to report to work or notify his supervisor of his intended absence from work for three (3) consecutive workdays.

Seniority shall be calculated as follows for time worked after the effective date of this Agreement:

Full-time Status	=	1 year Seniority
Part-time I	=	.75 year Seniority
Part-time II	=	.50 year Seniority
Limited Part-time	=	.25 year Seniority
Shelver	=	.20 year Seniority

for each year of employment, from the date covered by the collective bargaining agreement.

If two (2) or more employees have the same seniority date, the employee's last four (4) digits of the social security number will determine the seniority. The employee with the lower number will have the highest seniority date, and so forth.

ARTICLE 14 POSITION AUDIT

No more than once during any consecutive period of twelve (12) months, a bargaining unit member may request a review of his job classification to determine whether he is working within his assigned classification. The employee will be afforded a reasonable opportunity to submit facts relative to the classification.

The request for a position audit will be submitted to a six- (6) member committee composed of three (3) supervisory employees of the Library and three (3) representatives of the Bargaining Unit appointed by the Union. The Human Resources Manager will not be a member of this Committee. The Committee will make a determination within thirty (30) days after it receives the employee's request for an audit. If a bargaining unit member is reclassified, he shall be given notice setting forth a new classification, pay range and wage rate within twenty-five (25) working days. If the employee's request for reclassification is denied, he shall be notified as to the basis for the decision, in writing, within twenty-five (25) working days.

If the employee who requested the position audit is dissatisfied with the decision of the Committee, the employee shall have a right of appeal of this decision to the Human Resources Manager. The decision of the Human Resources Manager is final and binding.

Nothing in this Article detracts from the fact that positions, specifications, and job content are the sole responsibility of the Library and not of the Union.

Decisions on a position audit under this Article are not grievable under the grievance procedure provided for elsewhere in this Agreement.

ARTICLE 15 VACANCIES

Authorized vacancies within the Bargaining Unit shall be posted in e-mail to "ALL" for the purpose of soliciting interested applicants for a period of seven (7) consecutive workdays. Postings will be considered Monday through Friday.

Interested applicants shall submit an electronic request for consideration via e-mail to the Human Resources Department within seven (7) workdays from the date of posting stating the position and location desired.

To be considered for a vacancy, an applicant must meet the job requirements outlined and the scheduling needs of the Department, Branch, and Library. An applicant may be required to submit information to substantiate meeting the job requirements.

The three (3) most senior qualified in-house applicants shall be granted an interview. Should the position remain unfilled after the interviews, the next three (3) most senior remaining applicants will be interviewed, until the position is filled. Qualified means:

- Must meet the minimum job requirements.
- A good attendance record.
- Punctuality and dependability.
- The employee is not in written corrective action.
- Where there is a typing speed requirement higher than the current position, typing scores must be less than one (1) year old.

All experience attained through the rotation process shall not be considered for filling of a vacancy as defined in this article.

In the event that there is more than one qualified in-house applicant, seniority will determine the selection.

The Library may interview outside applicants when there are no qualified in-house applicants based on the criteria stated above.

Nothing in this Agreement shall be construed as preventing a supervisor from requiring bargaining unit members from temporarily working out of their classification when the demands of public service and/or other circumstances require.

ARTICLE 16 REDUCTION IN FORCE AND RECALL

In the unfortunate circumstance that the layoff of any employee is required, the Library shall notify the Union at least thirty (30) days before any layoff would be effective. The Library and the Union shall meet during this thirty- (30) day period to discuss possible alternatives, including and not limited to buy outs and incentives, for the layoff. However, the final decision on the necessity for and number of layoffs is solely the Library's decision.

Prior to any layoffs, the Library will ask for volunteers in the affected Status and Grade(s). And, at any step in the "bumping" procedure an employee may volunteer for a layoff.

An employee must meet the minimum requirements and qualifications to qualify for a "bump" into a classification within a Grade.

“Bumping” shall be determined by the following process:

1. Status
2. Seniority
3. Grade

The most senior laid-off employee who elects to bump, must bump the least senior employee in the same Status and Grade. If there is no employee with less seniority in the same Status and Grade, the employee will have one (1) opportunity to bump into the next lower Status and Grade for which he qualifies.

The Recall process shall proceed in reverse of the layoff procedure with the employee returning to his original Grade and Status.

A person shall cease to be a “laid-off employee” or on recall for the purpose of this Article twenty-four (24) months following the effective date of his layoff.

Appeals or challenges to the Library's actions regarding the layoff or recall of bargaining unit members are appealable through the grievance provision of this procedure.

ARTICLE 17 HOURS OF WORK

For the purposes of this Article, the "work week" is defined as Sunday 12:01 a.m. through Saturday midnight. The standard work week for full-time employees shall consist of thirty-seven point five (37.5) hours a week.

Employees working beyond thirty-seven point five (37.5) hours and not more thirty-nine point five (39.5) hours in the work week shall be paid their regular hourly wage for the two (2) hours or have the option of taking return time at the rate of straight time. Should the employee elect to take time, it shall be scheduled in the same or following pay period, unless otherwise approved by the supervisor.

All compensated hours shall be considered as hours worked for the purpose of this Agreement.

An employee working more than thirty-nine point five (39.5) hours in the "work week" as defined above will be paid at one and one half (1 1/2) times his regular rate of pay for each hour worked in excess of thirty-nine point five (39.5) hours. In addition, an employee working on Sunday shall be paid at one and one half (1 1/2) times his regular rate of pay for each hour worked on Sunday. Whenever an employee is entitled to be paid at one and one-half (1 1/2) or two (2) times his regular rate of pay, he may elect to take compensatory time in lieu thereof up to the maximum allowed by law.

Work schedules will be posted a minimum of three (3) weeks in advance. To change an employee's posted day(s) the supervisor must give an employee

seven (7) days' advance notice. However, a work schedule may be changed, at any time, by mutual agreement between the supervisor and employee.

The Library retains the right to change the hours of operation at Main and each branch at any time during the life of this Agreement.

ARTICLE 18 EMERGENCY CLOSING

When emergency conditions require the closing of all or part of the Library, bargaining unit members who are scheduled to work will receive their regular compensation for any straight time hours they are not permitted to work. Staff shall not be compensated for work time lost due to the cancellation of after-hours special events, unless the hours lost are part of their normal schedule.

Bargaining unit members who are required to work at the closed work site or are reassigned to another work site because of the inclement weather or other emergency conditions shall be entitled to pay or compensatory time at the rate of two (2) times their usual compensation for the number of hours worked at the closed site or reassigned site during the inclement weather or emergency conditions.

When an emergency closing is foreseeable and the Library provides a minimum twelve (12) hours of notice, a bargaining unit member may be reassigned to other worksites for the duration of the emergency conditions. During a foreseeable emergency closing, reassigned staff will be paid at their regular rate of pay.

Should the Library remain open and a Level III emergency status, as defined by the County Sheriff, is declared in an area that an employee resides or must pass through to report to work, the employee will be excused with no loss of pay for the duration of the declared emergency.

In the event of an emergency closing or evacuation, the Library will notify the Library Unit Director as soon as practicable.

Emergency conditions shall include, but not be limited to the following inside the building:

- Heat out (55° F degrees or below);
- A/C out (85° F degrees or higher).

ARTICLE 19 OVERTIME EQUALIZATION AND TREATMENT

The Library will equalize overtime among eligible employees that normally work in the same work group. The manager shall maintain a bi-monthly, meaning every other month, overtime list. Overtime worked and refused shall be recorded on the manager's list. When overtime is required, qualified employees shall be asked first from the location where the overtime is required. If no employee from the affected location elects to work, the

overtime shall be offered to the individual on the list with the least accrued overtime. If an employee is asked to work and refuses, he shall be charged an amount equal to the amount worked. Such list shall be updated and posted bi-monthly. A copy will also be provided to the Library Unit Director prior to the posting of the list.

Employees will be canvassed to determine if they desire to be contacted for available overtime. Those employees who so desire shall not be placed on the list. Employees may re-elect to be on the list or be removed from the list, every other month, upon sufficient prior notice.

If the Library has bypassed the employee(s) for overtime, upon submission by the Union and Library confirmation, the employee will be offered overtime work in an amount equal to that which he would have received had he been afforded the opportunity to work.

ARTICLE 20 CALL-IN PAY

When an employee is called to work by an authorized supervisor, due to inclement weather or an emergency situation, at times other than immediately before or immediately after the employee's normal work schedule, he shall be guaranteed that two (2) hours of work will be provided at the rate of two (2) times pay. Should the emergency situation be resolved in less than two (2) hours, it shall be the responsibility of the supervisor to offer additional work to the employee. Should the supervisor fail to offer the employee additional work, the employee shall be paid for two (2) hours of work at the rate of two (2) times pay. If the employee elects not to work the two (2) hours, which are provided by this Article, he will be compensated only for the time actually worked at two (2) times pay. Payment will begin from the time the employee arrives at the work site.

Employee(s) from the site shall be utilized first. The Library will be required to make one (1) documented call to the employee(s).

At an employee's election, he may receive compensatory time at two (2) times the rate for call-in pay.

Whenever available, a CWA member will be utilized to perform their normal job function.

ARTICLE 21 MEAL TIME AND BREAKS

Meal Time

Employees scheduled to work seven point five (7.5) consecutive hours in one (1) day shall be granted an unpaid one (1) hour or one-half (1/2) hour meal period, at the discretion of the Library as deemed necessary, except for those employees described in paragraph 2 of this Article. The Library, at the request of the Union, shall review the lunch period, as defined in this paragraph, once

during each calendar year. However, should the need arise, the Library may adjust the meal period to meet the needs of the public.

Employees scheduled to work at least six (6) and less than seven point five (7.5) hours consecutively in one (1) day shall be granted an unpaid thirty (30) minute meal period. The supervisor may not require an employee to work during his unpaid meal time.

In those branches in which for safety and staffing reasons an employee is required to stay on the premises, he shall be granted a one (1) hour or one-half (1/2) hour paid meal period, as determined by his scheduled lunch period or at the discretion of the supervisor.

Meal periods shall not be taken at the beginning or end of a scheduled work period.

Employees scheduled to work a split shift shall not be entitled to a meal period.

Break Time

There shall be a fifteen (15) minute break for every three point seven five (3.75) hours worked. Break periods shall not be taken consecutively or at the beginning or end of a scheduled work period, or immediately preceding or following the unpaid meal period.

The employee will be paid for the break period. Break periods shall be taken as approved by the supervisor and at a time that does not interfere with the demands of public service. Break periods shall be taken on Library premises where the employee is working. An employee shall be required to remain in the building where he is working during their break period when staffing or security needs arise. In an extreme circumstance an employee can request to leave Library premises. Approval to do so from the immediate supervisor shall be required.

ARTICLE 22 HOLIDAYS

The Library shall be closed on the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Eve Day (After 5:30 p.m.)	Fourth Wednesday in
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day (After 5:30 p.m.)	December 31

To be entitled to receive pay for the holidays, an employee shall have worked or be on a compensated day off on the last scheduled work day before or the first scheduled workday after the holiday.

Full-time employees shall receive seven point five (7.5) hours credit as time worked for the holiday.

Part-time I employees shall receive five point five (5.5) hours credit as time worked for the holiday.

Part-time II employees shall receive three point seven five (3.75) hours credit as time worked for the holiday.

Limited Part-time employees shall receive two point seven five (2.75) hours credit as time worked for the holiday.

The Library shall open on the following holidays:

President's Day
Columbus Day
Veteran's Day

Full-time employees shall receive twenty-two point five (22.5) hours of holiday credit for these three (3) holidays which is included in the annual leave calculation set forth in Article 24.

Part-time I employees shall receive five point five zero (5.50) hours for each of these three (3) holidays which is included in the annual leave calculation set forth in Article 24.

Part-time II employees shall receive three point seven five (3.75) hours of holiday credit for each of these three (3) holidays which is included in the annual leave calculation set forth in Article 24.

In the event an employee is required to work on any of the holidays the Library is closed, he shall be compensated at two (2) times the rate of his regular pay for hours worked on the holiday. This pay shall be in addition to holiday pay.

ARTICLE 23 SICK LEAVE

Full-time and Part-time I and Part-time II employees shall accrue and be credited with sick leave.

Employees shall accrue full sick leave credit based upon their classified status to the extent they do not fall below the hours in their status three (3) times in one (1) calendar year.

The formula for determining sick leave shall be as follows:

Full-time	Four (4) hrs. per pay period	830 hrs. Cumulative maximum
Part-time I	Three (3) hrs. per pay period	630 hrs. Cumulative maximum
Part-time II	Two (2) hrs. per pay period	430 hrs. Cumulative maximum

After fifteen (15) years of service, the sick leave maximums will increase to:

Full-time	950 hrs. Cumulative maximum
Part-time I	670 hrs. Cumulative maximum
Part-time II	465 hrs. Cumulative maximum

After twenty-five (25) years of service the sick leave maximums will increase to:

Full-time	975 hrs. Cumulative maximum
Part-time I	695 hrs. Cumulative maximum
Part-time II	490 hrs. Cumulative maximum

Eligible employees shall accrue sick leave from the first day of appointment.

Sick leave shall not be used until it has been accrued.

An employee reaching his cumulative maximum may participate in the Library's Sick Leave Bank Program.

Sick leave shall be accumulated to the set maximum for each group. In the event of an extended illness or disability, employees who have forfeited sick leave due to reaching their maximum may be granted additional leave with pay with the approval of the Director and the Board of Trustees. The appropriate form and a Statement of Attending Physician shall be submitted to the Human Resources Department. The Human Resources Department shall review the request and forward it to the Director for consideration.

Sick leave may be used for:

- Any physical or mental disability which incapacitates the employee for work.
- Personal medical treatment, restricted to time required for travel and appointment.
- Illness in the employee's immediate family not to exceed four (4) working days in a calendar year, thirty (30) hours for FT employees, twenty-two (22) hours for PT-I employees and fifteen (15) hours for PT-II employees. Immediate family for the purpose of this Article shall include only the employee's father, mother, stepparent, sister, brother, spouse, or child.
- Prolonged critical or emergency illness or injury in an employee's immediate family, which exceeds four (4) working days in a calendar year. Immediate family shall include only the employee's father, mother, stepparent, sister, brother, spouse, or child. The employee shall submit a written request to the Human Resources Department

with a copy to the supervisor and Administrative Officer stating the reason(s) and the length of time requested. The Human Resources Department shall review the request and forward it to the Director for consideration. Should the request be granted, it shall be the employee's responsibility to submit a statement from the physician documenting the nature and length of the illness.

Sick leave shall not be used for:

- Illness or injury occurring while the employee is on annual leave.
- Absence beyond the date of certification by a physician.

The employee, while absent on sick leave, shall notify the supervisor prior to the beginning of his scheduled work day of his intent with regard to continued use of sick leave or intent to return to work. In the event an employee has notified his supervisor or the appropriate authority of his intent to be off work for a specified period, he will not be required to call in every day within this period. Each employee will be given alternate numbers to call and report their intended absence.

When the use of sick days extends beyond five (5) consecutive scheduled workdays, the employee shall furnish the Human Resources Department with a Statement of Attending Physician.

While on sick leave or on a leave of absence due to illness, an employee must remain at home or be at a hospital, physician's office, securing care for his illness at an appropriate facility and in compliance with a physician's restrictions or rehabilitation instructions. The Library may find it necessary to verify an employee's compliance with this criteria.

In the event that an employee is suspected of abusing sick leave, the Library may require a Statement of Attending Physician.

An employee abusing sick leave or whose reasons for absence are falsified shall be subject to disciplinary action. Abuse shall be defined, but not limited to:

- Setting a pattern of absences.
- Calling in sick when annual leave has been denied and the illness cannot be substantiated.
- Excessive absenteeism beyond five (5) scheduled workdays in a calendar year, excluding major illness or family illness.

Transitional return to work duty, not to exceed three (3) calendar months, will be made available to an employee with a Statement of Attending Physician documenting the restriction(s). The employee must be able to perform the essential functions of their regular responsibilities to qualify for transitional return to work duty. The time period may be extended by mutual consent of the Library and the Union.

At the time of retirement, employees shall be paid:

10 years of service	39% of accumulated sick leave balance.
15 years of service	41% of accumulated sick leave balance.
20 years of service	44% of accumulated sick leave balance.
25 years of service	46% of accumulated sick leave balance.
30 years of service	48% of accumulated sick leave balance.

New employees of the Library who have previously held other public employment in Ohio shall be credited with the unused balance of sick leave accrued while in the non-Library employment under the following conditions:

- The balance shall be credited to the amount not to exceed the appropriate cumulative maximum allowed by the Library.
- A certification from the previous employer is filed with the Finance Office within the time frames required by Ohio law and not to exceed one (1) year from the date of appointment to the Library.

ARTICLE 24 ANNUAL LEAVE

Employees classified as Full-time, Part-time I or Part-time II shall be credited with annual leave on a pro-rated basis over the twenty-six (26) annual pay periods. Annual leave shall consist of time granted for vacation based on eligible years of service and shall include credit for holidays on which the Library remains open as defined in Article 22 Holidays. Each category shall include a maximum cumulative amount.

An employee shall earn full annual leave credit based upon their classified status to the extent they do not fall below the hours in their status three (3) times in one (1) calendar year.

The formula for determining annual leave shall be as follows for:

Grades 1-6 per pay period, including cumulative maximums:

Level	Full-time (75 Hours)	Part-time I (56-74 Hours)	Part-time II (37-55 Hours)
A 14 eligible years of service	7 hours 205 hours max	5.25 hours 157 hours max.	3.5 hours 110 hours max.
B-2 9 eligible years of service	5.75 hours 175 hours max.	4.4 hours 135 hours max.	2.85 hours 95 hours max.
B-1 5 eligible years of service	4.5 hours 175 hours max.	3.4 hours 135 hours max.	2.35 hours 95 hours max.
C 4 & less eligible years of service	4.0 hours 135 hours max.	3.0 hours 105 hours max.	2.0 hours 75 hours max.

Effective January 1, 2006, Grade 6 shall accumulate annual leave as all of members in Level A, as indicated above.

Newly hired persons shall begin accumulating annual leave from the effective date of their employment as Full-time or Part-time employees. Newly appointed persons shall not be permitted to use annual leave while on probationary status.

Annual leave for two (2) days or less shall be requested twenty-four (24) hours in advance. A request for more than two (2) days shall be made one (1) week in advance. The supervisor shall approve such requests that are consistent with the efficient operation of the department, branch, or agency. Annual leave shall not be used until it has been earned.

Annual leave earned and used and the accumulated balance will be reported biweekly on the statement of earnings that accompanies the employee's paycheck.

In unusual circumstances an employee may continue to accrue annual leave credit beyond this cumulative maximum for a period not to exceed two (2) months. Authorization to continue accruing annual leave beyond the designated maximum must be requested in writing to the Human Resources Department prior to reaching the cumulative maximum.

In an instance where two (2) or more employees in the same department, branch, or agency desire to use annual leave at the same time, if each employee has made his desired choice for annual leave known to his supervisor by November 30 for the upcoming year (January 1 - December 31) the employee with the greater seniority shall be entitled to have annual leave at the time requested.

Following the annual leave request period, ending November 30, the Library shall notify the employee in writing, within fourteen (14) calendar days, if their annual leave request is denied. If no notice is given, the request will be deemed granted. This in no way restricts an employee from requesting annual leave during the course of the year.

If an employee decided not to use annual leave time that has been granted, he shall inform his supervisor no later than thirteen (13) working days in advance. The supervisor will post the available days as open for annual leave requests.

Nothing in this Article shall mandate that any supervisor must grant an annual leave request if the needs of the department, branch, or agency will not allow for a leave at the time requested.

Personal Leave

Effective the first (1st) pay period that includes January 1 of each calendar year, full-time employees will be credited with 22.5 hours of personal leave time, Part-time I employees shall be credited with 17.0 hours and Part-time II employees will be credited with 11.25 hours of personal leave time, and

Limited Part-time employees will be credited with 18 hours of personal leave time and Shelters with 12 hours of personal leave time.

Personal leave time may be used as discretionary time and must meet the needs of the schedule to be approved.

Personal leave time must be used in the calendar year it is credited and an employee will not receive payment for unused personal leave time.

To be eligible for personal leave time, an employee must have been continuously employed six (6) months prior to the January 1st date of each year.

ARTICLE 25 LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted for up to a total of one hundred twenty (120) days in one (1) calendar year. To be eligible for a leave without pay, all other appropriate available leaves affording an employee the right to be absent from work with pay under this Agreement shall have been exhausted before requesting a leave of absence for any reason.

Requests shall be submitted on the Leave of Absence Request Form and shall be made within a reasonable period of time in advance, twenty (20) calendar days prior to the date of request, when practicable. Each request shall be a request for not more than sixty (60) calendar days and shall state the reason and be accompanied by the appropriate documentation: e.g. a Statement of Attending Physician. Where documentation containing confidential medical information is necessary to substantiate the reason for the leave request, the employee shall submit the documentation directly to the Human Resources Department.

A Leave of Absence Request Form shall be submitted to the immediate supervisor who shall recommend approval or nonapproval. The Administrative Officer shall recommend approval or nonapproval and forward the request to the Human Resources Department. The Human Resources Department shall review the request and submit it to the Director for final consideration.

In extenuating circumstances, the Director may grant leaves of absence without pay beyond one hundred twenty (120) calendar days in one (1) year.

An employee granted a leave of absence shall return to regular duty on the first scheduled day following the expiration of the approved leave. If the employee fails to report to work, this failure shall constitute a resignation of employment.

The Library will hold a position for an employee on an approved leave of absence for the first forty-five (45) calendar days of such leave. After this period it may be necessary to assign the employee to a different position upon his return, but the Library will make every reasonable attempt to provide the returning employee with a position similar in grade and status.

ARTICLE 26 FAMILY AND MEDICAL LEAVE

An employee who has been employed with the library for at least twelve (12) calendar months and has worked one thousand two hundred fifty (1,250) hours during the twelve- (12) month period immediately preceding the leave, can take up to twelve (12) weeks of unpaid job-protection leave if no paid leave is available for certain family and medical reasons.

A medical leave of absence will be granted to an eligible employee for any of the following reasons:

- to care for the employee's child after birth, or placement in the employee's home for adoption or foster care; or
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job; or
- because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status, in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve- (12) month period to care for the servicemember.

Any accrued paid leave must be substituted for unpaid leave.

Appropriate certification from a health care provider for the employee's (or family member's) serious health condition must accompany the Leave of Absence Request form.

A leave may be denied if the following requirements are not met:

- An employee does not provide thirty (30) days' advance notice when the leave is "foreseeable." If it is not foreseeable, notice must be given as soon as possible.
- An employee does not provide certification from a health care provider to support a request for leave. The Library may require a second (2nd) or third (3rd) opinion (at the Library's expense) for requests due to an employee's health condition, and a fitness for duty report before an employee is permitted to return to work.

The Library will maintain an employee's health care coverage for the duration of family leave to the extent it paid for the coverage before commencement of the leave. Upon return from family medical leave, an employee will be restored to his original or an equivalent position with

equivalent pay and benefits, and will not lose benefits that accrued prior to the start of Family Medical Leave.

The Library will comply with the notice requirements under the Family and Medical Leave Act of 1993, and any changes in the law.

This Article will not reduce benefits afforded under the Family and Medical Leave Act of 1993.

ARTICLE 27 MILITARY LEAVE

An employee shall be granted leave to serve in the Armed Forces of the United States or the National Guard upon proper authorization of the relevant military authority for a period not to exceed thirty-one (31) working days, in any one (1) calendar year. Employees desiring to take military leave must apply for the leave with the Human Resources Department prior to being credited with said leave.

The employee shall be entitled to be paid an amount equal to the differential between his wages from the military and what the employee would have otherwise earned in the employment of the Library for the period of said leave, to the extent the employee's wages in the military are lower.

Employees called or ordered to the uniform services for longer than the aforementioned thirty-one (31) working days, for each calendar year in which the employee performed service in the uniformed services, because of the executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to leave of absence and to be paid, during each monthly pay period of the leave of absence, the lesser of the following:

- The difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowance received that month;
- Five hundred (\$500.00) dollars.

The determination of reinstatement and reemployment rights of employees in the uniformed services shall be made in accordance with the "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4301, et. Seq.

Working days shall be defined as Monday through Friday.

ARTICLE 28 EDUCATIONAL LEAVE

An employee may request a leave for educational purposes to attend classes or study in a discipline which is related to his work at the Library and/or advancement in his position. A leave may be granted for a period not to

exceed one (1) calendar year. The employee shall not be paid while on educational leave.

A written request stating the employee's proposed program, school, course work, or field of study shall be submitted to the employee's immediate supervisor who shall recommend approval or nonapproval. The supervisor shall submit the employee's request to the appropriate Administrative Officer who shall recommend approval or nonapproval. The Administrative Officer shall forward request and recommendations and submit it to the Director for final consideration.

The Library shall not be required to hold a position for an employee on educational leave. Preference will be given to the employee returning from educational leave in filling an appropriate vacancy. If the employee has not been reappointed within three (3) calendar months following the end of the educational leave, he shall be considered resigned from employment with the Library. An educational leave shall not be considered as a break in eligible years of service.

It shall be the employee's responsibility to contact the Human Resources Department one (1) month prior to the end of his leave about plans for return to the Library. The Library will return the employee to a position similar in grade and status held prior to the leave, if one is available.

ARTICLE 29 BEREAVEMENT

Employees shall be entitled to bereavement leave following the death of a family member. Staff shall be paid at their regular rate for any scheduled hours that fall within the allowed bereavement leave as follows:

Six (6) days	For the death of an employee's parent, current spouse, child, or sibling
Five (5) days	For the death of a grandchild.
Three (3) days	For the death of an employee's grandparent, stepparent, mother-in-law, or father-in-law.
Two (2) days	For the death of an employee's aunt or uncle.
One (1) day	For the death of an employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, great grandparent, niece or nephew.

For the purpose of this Article:

- In-laws are defined as such based on an employee's present marriage;
- Relationships other than in-laws are defined as an employee's relative.

Bereavement days must be taken consecutively unless otherwise approved by the Human Resources Department

Up to two (2) additional consecutive days of leave may be granted in accordance with existing personal and annual leave provisions.

Written verification of death shall be submitted to the Library upon return from leave. The Library may find it necessary to confirm relationship.

ARTICLE 30 JURY DUTY

An employee who is required to serve on jury duty, or is subpoenaed to appear as a witness, shall be paid his regular rate of pay, without deduction for jury fees received from the court, during such time which coincides with his scheduled work hours. In order for an employee to receive pay under this section, the employee must secure a certificate from the Clerk of Court in which he served indicating the length of the employee's service on the jury or as a witness.

ARTICLE 31 DEPARTURE AND ABANDONMENT

If any employee not on an approved leave fails to notify his immediate supervisor of his intended absence from work for more than three (3) consecutive workdays, such failure shall constitute a resignation of employment, effective at the end of the third (3rd) workday.

ARTICLE 32 WAGES

The Library shall retain its method of compensation by grade level and step increases within each grade. The Library shall continue its practice of making incremental adjustments for employees in April (October 1 – March 31) and October (April 1- September 30) depending on the employee's anniversary date of hire or reclassification date. Incremental increases are awarded for satisfactory performance.

Effective the first (1st) pay period which includes October 1, 2014, the Library will provide an across-the-board increase of two percent (2%) per hour at each pay grade and step. (The salary schedule reflecting this change is attached hereto as Exhibit B.)

2nd Year: October 2, 2015 – October 1, 2016 two percent (2%) per hour effective the first (1st) pay period in 10/2015. (the salary schedule reflecting this change is attached hereto as Exhibit D.)

3rd Year: October 2, 2016 – October 1, 2017 two percent (2%) per hour effective the first (1st) pay period 10/2016, the salary schedule reflecting this change is attached as Exhibit F.)

In 2006, two (2) additional steps were added to each grade and step of the salary schedule, as indicated (in Exhibit B, Exhibit D, and Exhibit F) and awarded at an eligible employee's anniversary date beginning in 2006.

Step 6 – 2.5 % awarded at 10+ years of service

Step 7 – 2 % awarded at 15+years of service

Although merit steps were discontinued, employees in Merit Steps shall remain at their Grade and Step and receive the scheduled increases as set forth above.

New employees hired after September 23, 2011 will be paid in accordance with Alternate Salary Schedule (in Exhibit C, Exhibit E, and Exhibit G).

Steps 6 and 7 eliminated.

Direct deposit shall be required of all CWA employees.

ARTICLE 33 RETIREMENT PLAN

The Library shall continue to participate in the Ohio Public Employee Retirement System (OPERS) as required by law.

Full-time employees and Part-time I and Part-time II employees shall be required to participate in OPERS. The employer shall continue to offer the OPERS Pickup Program and shall pay the following for full-time, part-time I, and part-time II employees:

10.00%	employee's contribution
14.00%	employer's contribution

For Limited Part-time employees hired prior to April 1985 who are required by law or have elected to participate in OPERS, the Library will continue to pay the employer's fourteen percent (14.00%) portion and half of the employee's portion, five percent (5.00%).

Limited Part-time employees hired after April 1985 who are required by law or elect to participate in OPERS shall pay the employee's contribution of ten percent (10.00%). The Library will continue to pay the full fourteen percent (14.00%) of the employer's portion for these Limited Part-time employees hired after April 1985.

Employees hired after September 23, 2011 and prior to September 24, 2014, who are required by law or elect to participate in OPERS, shall pay 1/2 OPERS pickup, meaning five percent (5.00%). Employee share is ten percent (10.00%). LPTs and Shelves continue with no pick-up, as is now.

Employees hired after September 23, 2014 who are required by law or elect to participate in OPERS shall pay the employee share of ten percent (10.00%).

The OPERS employee's contribution paid by the Library shall be considered the employee's contribution for the purposes of withdrawal if an employee leaves the OPERS coverage.

ARTICLE 34 HEALTH INSURANCE

Effective January 1, 2015 the Library will provide health care coverage for Full-time, Part-time I, and Part-time II employees with the employee making

the following monthly percentage contributions based on the health insurance rates established for each plan year:

Single Coverage	Full-time	Part-time I	Part-time II
Medical/Rx	15%	25%	50%
Dental	15%	25%	50%

Family Coverage	Full-time	Part-time I	Part-time II
Medical/Rx	15%	25%	50%
Dental	15%	25%	50%

Prescription Drug co-payments for the plan year beginning January 1, 2015 are as follows.

Mandatory Mail-order Maintenance drugs with a 90-day Supply	\$ 8.00	Generic
	\$ 38.00	Preferred Brand
	\$ 68.00	Brand (Non-preferred)
	\$100.00	Specialty/Biologics
Retail for a 30-day supply:	\$ 4.00	Generic
	\$ 19.00	Preferred Brand
	\$ 34.00	Brand (Non-preferred)
	\$ 50.00	Specialty/Biologics

In the event the Library determines a need to adjust co-payment amounts, the Library and Union agree to meet and confer in regards to co-pay increases.

The choice of carrier for all forms of health insurance remains solely with the Library. The Library may elect to participate in a health care consortium for the purpose of purchasing medical coverage for all eligible employees.

ARTICLE 35 LIFE INSURANCE

An employee classified as Full-time (as defined in Article 12) shall become eligible for life insurance coverage upon the satisfactory completion of six (6) months from date of appointment in an amount of forty-eight thousand dollars (\$48,000).

The Library shall pay the premium for the employee's life insurance coverage.

ARTICLE 36 MILEAGE ALLOWANCE

An employee who is required to use his own vehicle to attend to Library business shall be reimbursed a mileage allowance for the use of the vehicle at the rate of eighty-five percent (85 %) of IRS reimbursement rate. A mileage allowance shall also be paid when an employee is:

- required to work a split shift,
- reassigned during working hours, or

- called in.

The appropriate form shall be completed and forwarded to the Finance Office no later than the fifteenth (15th) of the following month to receive reimbursement.

An employee required to travel during the course of his work day, from one Agency to another, will be allowed reasonable travel time to reach his destination. Should there be a disagreement between the employee and the supervisor regarding the time required to reach said destination, the employee may request the Human Resources Manager to render a decision. The decision of the Human Resources Manager will be final and binding.

ARTICLE 37 SAFETY

The Library agrees to maintain safe working conditions and if any unsafe condition is brought to the attention of the proper officials, the Library will take all reasonable steps necessary to investigate and correct the situation. The Library will notify the Unit Director of any safety issues or concerns as soon as practicable.

A Safety Committee shall be formed to promote safe work conditions and work to resolve unsafe conditions. If the correction is not made within two (2) weeks, the Safety Committee may bring the issue, in writing, to the Human Resources Manager. Should the issue not be resolved by the Human Resources Manager, the Personnel Committee will meet with the representatives of the Safety Committee and the Human Resources Manager to discuss the issue.

The committee shall consist of four (4) bargaining unit members and four (4) supervisory personnel. The Union and the Library agree to share the names and contact information for their representatives in order to establish a working committee. The appointment to the committee shall be renewed every three (3) years or with the expiration of the contract.

The Committee shall meet as the need arises during an emergency situation(s) to accomplish their goals.

ARTICLE 38 LABOR MANAGEMENT MEETINGS

Labor-Management meetings shall be arranged as requested between the Library and the Union to discuss matters pertaining to employee relations policy. Labor-Management meetings will be arranged between the Local Union President and the Library Human Resources Manager or designated representatives thereof upon the request of either party. Such a meeting shall be between no more than three (3) representatives designated by the Union except in instances where safety issues are to be discussed, in which case both the Library and the Union may add an additional four (4) persons to the meeting.

Labor-Management meetings shall be made in advance and an agenda shall be presented at the time the meeting is requested. The members of the bargaining unit shall not lose time or pay for time spent in Labor-Management meetings. Labor-Management meetings shall not include discussion of any grievance or contract dispute pending under the grievance procedure outlined in the Agreement.

ARTICLE 39 TRAINING

The Library shall establish a Training Committee comprised of three (3) representatives from the Union and three (3) representatives from the Library. The Committee shall act in an advisory capacity to the Human Resources Department in the area of staff development.

The Human Resources Manager may also participate as a member of the committee.

A representative from the Library and the Union who serves on the committee shall bring forth any training issues by December 15 of each year for consideration as to a training agenda for the following year for all CWA. The Union and the Library agree to share the names and contact information for their representatives in order to establish a working committee. The appointment to the committee shall be renewed every three (3) years or with the expiration of the contract.

ARTICLE 40 POLICY REVIEW

The Library will discuss with the Union, and allow one (1) month for review and comment, any proposed changes in personnel policies that affect bargaining unit members prior to implementation.

ARTICLE 41 BULLETIN BOARDS

The Library shall provide a two (2) ft. by two (2) ft. space on existing bulletin boards for the exclusive use of the Union at each branch and department that is clearly identified for CWA material.

ARTICLE 42 MAKE-UP TIME

Should an employee be unable to report at his scheduled starting time, he shall be allowed to use annual leave, personal leave, or make up the time missed. Make-up time shall be scheduled during the pay period in which the incident occurred. Make-up time shall not be used more than two (2) times in one (1) calendar year. Should an employee report late more than two (2) times in one (1) calendar year, any time the employee reports late thereafter will be docked from his pay.

ARTICLE 43 WORKERS' COMPENSATION

The Library shall comply with the Laws of Ohio governing Workers' Compensation and the rules and regulations of the Industrial Commission and Bureau of Worker's Compensation of the State of Ohio. The Library further agrees to process all Worker's Compensation applications in a timely manner.

Employees applying for Worker's Compensation Benefits must also file an On-Duty Employee Injury/Accident Report with the Human Resources Department.

Employees may use earned sick leave during the processing of a lost time Worker's Compensation Claim.

ARTICLE 44 JOB DESCRIPTIONS

There will be accurate job descriptions for all positions in the Bargaining Unit. Job descriptions are located in the Human Resources Department and will be provided to the employee and/or Union upon request.

The Human Resources Manager shall review all job descriptions annually during the month of February. If revisions are not completed during the month of February, the original job description will stand until the following year. Any changes to the descriptions shall be proposed at that time. The Union shall review the proposed changes and make recommendations. Between these reviews there will be no changes of responsibility, unless agreed to by both the Union and the Human Resources Department.

Should the employee disagree with his job description and/or grade assignment, he may request a position audit. The Audit Committee review process may include a meeting with the employee, his supervisor, and any other employee with knowledge about the position in question.

The Audit Committee will provide written recommendations to the Human Resources Department with a copy to the employee and Library Local Union President.

ARTICLE 45 DRESS CODE

To help present a positive image and promote public confidence, staff members must dress appropriately for their work assignment.

Standards

- Clothing should be clean and not wrinkled.
- Hosiery must be worn.
- Shirts should be tucked in unless they are designed to be worn untucked.
- Pants should be ankle-length.
- Each employee will be clean, neat and well-groomed.
- Hair must be clean, combed and maintained in a business-like style.

The following attire is not permitted:

- Ripped, torn or ill-fitting clothing.
- Sheer materials without proper undergarments.
- Clothing that exposes cleavage, midriff or upper thigh.
- Sweatshirts, sweat pants.
- Halter tops, tube tops, and tank tops.
- T-shirts with slogans or t-shirts intended to be worn as undergarments.
- Athletic shoes (for all staff).
- Denim pants.
- Shorts.
- Miniskirts.

The Library recognizes there may be occasions when informal attire may be appropriate. However, the Library reserves the right in all situations to decide whether an employee is in violation of the dress code.

Staff Identification Badges must be worn at all times.

In the event there is a need for further clarification, the employee and/or supervisor may request the Human Resources Department to review the decision of the supervisor. The final decision shall rest with the Human Resources Department.

ARTICLE 46 UNIFORMS

The Library will issue each Full-time Maintenance and Custodial employee a minimum of six (6) uniforms that shall consist of six (6) shirts and six (6) pants and Part-time Maintenance and Custodial employees a minimum of three (3) uniforms that shall consists of three (3) shirts and three (3) pants. Only Library issued caps for maintenance and custodial employees shall be approved. The Library will purchase a cap for those who request one.

The Library will determine the type of shirt and pants. All maintenance and custodial employees are required to wear the prescribed uniform, unless granted prior authorization from the Human Resources Manager, Superintendent of Facilities and Operations, or his designee.

The Library will also provide, at each Agency, a set of wet weather protection for the Custodial and Maintenance staff's use. The wet weather protection will include a poncho raincoat, rubber coveralls, rubber boots, and gloves.

The Library may replace a worn or damaged uniform, or unusable uniform or wet weather protection when the employee turns in the uniform or wet weather protection.

ARTICLE 47 SAVINGS CLAUSE

If any provision of this Agreement is held to be unlawful by any agency or court of competent jurisdiction, the remaining provision of this Agreement shall remain in full force and effect.

ARTICLE 48 DISTRIBUTION OF AGREEMENT

The Library will provide each employee with a copy of this Agreement. The Union will assist with the distribution of the Agreement.

ARTICLE 49 ZIPPER CLAUSE

- It is understood and agreed that this Agreement contains all of the Agreements of the Union and the Library and that the same may be amended and altered only by an agreement in writing signed by the other party.
- The Library and the Union agree that all matters desired by either party have been presented, discussed, and incorporated herein or rejected. Accordingly, except to the extent expressly stated to the contrary above, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any other subject matter whether or not referred to in this Agreement.

ARTICLE 50 DURATION

- A. This Agreement shall be in effect on September 24, 2014 and shall remain in effect until September 23, 2017.
- B. If either party desires to terminate this Agreement, that party should give written notice of such intent to the other party at least sixty (60) days prior to the expiration date of this Agreement or the Agreement shall automatically renew for a period of one (1) year and for one- (1) year periods thereafter until such notice of a desire to terminate is given. Notwithstanding the date on which the parties sign this Agreement, the expiration date for the purposes of paragraph (B) shall be treated as September 23, 2017.

Toledo-Lucas County Public Library

By: _____
Michael P. Dansack Jr., President
Board of Trustees

By: _____
Clyde Scoles
Library Director & Fiscal Officer

By: _____
Jeffrey Godzak
Human Resources Manager

Negotiating Team:

By: _____
Susan Brown, Assistant Manager
Circulation/Library Material Use,
Main Circulation

By: _____
Mateo Espinoza, Supervisor,
Facilities & Operations

By: _____
Nicole Naylor, Assistant Administrator
Branch Services

By: _____
Gayle Martinez, Supervisor
Specialist/Librarian V, Technical Serv.

By: _____
Kristina Ward, Assistant Human
Resources Manager

**Communications Workers of America
AFL/CIO-Library Unit, Local 4319**

By: _____
Linda Hinton, Vice President, District 4
Communications Workers of America

By: _____
Erika D. White, Vice-President,
Communications Workers of America,
Local 4319

By: _____
Harry Johnston, CWA - Local 4319
Library Unit Director

Negotiating Team:

By: _____
Marcy Andrews, Chief Steward,
Circulation Clerk II, Oregon

By: _____
Sandra Bateson, Terminal Operator,
Technical Services

By: _____
Kevin Gilford, Custodian
Facilities & Operations

By: _____
Christopher Korzec, Maintenance
Worker, Facilities & Operations

By: _____
Itzenith Zielinski, Terminal Operator
Technical Services

Signatures on file.

**JOB CLASSIFICATIONS
COMMUNICATIONS WORKERS OF AMERICA**

Effective September 2014

Grade	Job title
Ungraded	Shelver
01	Circulation Clerk I* Clerk I** Custodian I***
02	Circulation Clerk II* Clerk II** Custodian II***
03	Circulation Clerk III Clerk III**** Driver/Circulation Clerk III
04	Clerk IV Driver/Circulation Clerk IV
05	Maintenance Assistant
06	Maintenance Worker

* The Grade 1, Circulation Clerk I will progress through steps to Grade 2, Circulation Clerk II at the appropriate step based on satisfactory performance.

** The Grade 1, Technical Services Clerk I will progress through steps to Grade 2, Clerk II at the appropriate step based on satisfactory performance.

*** Includes red-circled Custodian III & IV and designated Custodian IIs.

**** The Grade 3, Clerk III will progress through steps to Grade 4, Clerk IV. Grade 3 Terminal Operators will be reclassified to Grade 3, Clerk III.

EXHIBIT B – Salary Schedule

OCTOBER 2014

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH 10% OPERS PICKUP
Ungraded	1	\$10.1160		
	2	\$10.3591	Step 2 awarded at 4+ years of service	
	3	\$10.6128	Step 3 awarded at 6+ years of service	
1	1	\$15.6265	\$30,471.59	\$33,518.75
	2	\$16.0715	\$31,339.43	\$34,473.38
	3	\$16.4884	\$32,152.30	\$35,367.53
	4	\$16.9470	\$33,046.57	\$36,351.23
	5	\$17.4327	\$33,993.69	\$37,393.06
	6*	\$17.8685	\$34,843.55	\$38,327.91
	7*	\$18.2268	\$35,542.27	\$39,096.49
2	1	\$16.4607	\$32,098.39	\$35,308.23
	2	\$16.9470	\$33,046.57	\$36,351.23
	3	\$17.4327	\$33,993.69	\$37,393.06
	4	\$17.9059	\$34,916.49	\$38,408.14
	5	\$18.3775	\$35,836.13	\$39,419.74
	6*	\$18.8361	\$36,730.39	\$40,403.43
	7*	\$19.2128	\$37,465.04	\$41,211.54
3	1	\$17.3909	\$33,912.29	\$37,303.52
	2	\$17.9330	\$34,969.34	\$38,466.28
	3	\$18.4604	\$35,997.85	\$39,597.64
	4	\$18.9743	\$36,999.94	\$40,699.93
	5	\$19.4888	\$38,003.08	\$41,803.39
	6*	\$19.9755	\$38,952.31	\$42,847.54
	7*	\$20.3756	\$39,732.41	\$43,705.65
4	1	\$18.3217	\$35,727.25	\$39,299.97
	2	\$18.8773	\$36,810.73	\$40,491.80
	3	\$19.4600	\$37,947.06	\$41,741.76
	4	\$20.0298	\$39,058.02	\$42,963.82
	5	\$20.5989	\$40,167.92	\$44,184.71
	6*	\$21.1139	\$41,172.12	\$45,289.33
	7*	\$21.5367	\$41,996.62	\$46,196.28
5	1	\$19.3782	\$37,787.44	\$41,566.18
	2	\$20.0157	\$39,030.53	\$42,933.59
	3	\$20.6282	\$40,225.00	\$44,247.50
	4	\$21.2803	\$41,496.63	\$45,646.29
	5	\$21.8777	\$42,661.50	\$46,927.65
	6*	\$22.4241	\$43,727.01	\$48,099.71
	7*	\$22.8729	\$44,602.25	\$49,062.47
6	1	\$20.5171	\$40,008.30	\$44,009.13
	2	\$21.1979	\$41,335.96	\$45,469.55
	3	\$21.8777	\$42,661.50	\$46,927.65
	4	\$22.5591	\$43,990.21	\$48,389.23
	5	\$23.2388	\$45,315.75	\$49,847.33
	6*	\$23.8205	\$46,449.97	\$51,094.97
	7*	\$24.2964	\$47,378.06	\$52,115.87

*Note: Step 6 rate awarded at 10+ years of service. See Article 32-Wages.
 Step 7 rate awarded at 15+ years of service. See Article 32-Wages.

EXHIBIT C – Salary Schedule

OCTOBER 2014 Alternate Schedule

Staff hired after 9/23/2011

GRADE	STEP	HOURLY	*ANNUAL	**ANNUAL WITH 5% OPERS PICKUP
Ungraded	1	\$10.1160		
	2	\$10.3591	Step 2 awarded at 4+ years of service	
	3	\$10.6128	Step 3 awarded at 6+ years of service	
1A	1	\$14.7987	\$28,857.48	\$30,300.35
	2	\$15.2427	\$29,723.20	\$31,209.36
	3	\$15.6999	\$30,614.90	\$32,145.64
	4	\$16.1709	\$31,533.35	\$33,110.02
	5	\$16.6561	\$32,479.35	\$34,103.31
2A	1	\$15.6274	\$30,473.50	\$31,997.17
	2	\$16.0963	\$31,387.70	\$32,957.08
	3	\$16.5791	\$32,329.33	\$33,945.80
	4	\$17.0765	\$33,299.21	\$34,964.18
	5	\$17.5888	\$34,298.19	\$36,013.10
3A	1	\$16.5026	\$32,180.01	\$33,789.01
	2	\$16.9976	\$33,145.41	\$34,802.68
	3	\$17.5076	\$34,139.77	\$35,846.76
	4	\$18.0328	\$35,163.97	\$36,922.17
	5	\$18.5738	\$36,218.88	\$38,029.83
4A	1	\$17.4267	\$33,982.09	\$35,681.20
	2	\$17.9495	\$35,001.55	\$36,751.63
	3	\$18.4880	\$36,051.61	\$37,854.19
	4	\$19.0426	\$37,133.15	\$38,989.80
	5	\$19.6139	\$38,247.14	\$40,159.50
5A	1	\$18.4026	\$35,885.09	\$37,679.34
	2	\$18.9547	\$36,961.64	\$38,809.72
	3	\$19.5233	\$38,070.50	\$39,974.02
	4	\$20.1090	\$39,212.61	\$41,173.24
	5	\$20.7123	\$40,388.99	\$42,408.44
6A	1	\$19.4332	\$37,894.66	\$39,789.39
	2	\$20.0162	\$39,031.49	\$40,983.07
	3	\$20.6166	\$40,202.44	\$42,212.56
	4	\$21.2351	\$41,408.51	\$43,478.94
	5	\$21.8722	\$42,650.77	\$44,783.31

*Staff hired after 09/24/2011 and before 09/23/2014 OPERS Pickup 1/2 (5%).

**Staff hired on or after 09/24/2014 OPERS Pickup not applicable.

EXHIBIT D – Salary Schedule

OCTOBER 2015

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH 10% OPERS PICKUP
Ungraded	1	\$ 10.3183		
	2	\$ 10.5663	Step 2 awarded at 4+ years of service	
	3	\$ 10.8250	Step 3 awarded at 6+ years of service	
1	1	\$ 15.9390	\$31,081.03	\$34,189.13
	2	\$ 16.3929	\$31,966.22	\$35,162.84
	3	\$ 16.8181	\$32,795.35	\$36,074.89
	4	\$ 17.2859	\$33,707.50	\$37,078.25
	5	\$ 17.7813	\$34,673.56	\$38,140.92
	6*	\$ 18.2259	\$35,540.43	\$39,094.47
	7*	\$ 18.5913	\$36,253.11	\$39,878.42
2	1	\$ 16.7899	\$32,740.36	\$36,014.40
	2	\$ 17.2859	\$33,707.50	\$37,078.25
	3	\$ 17.7813	\$34,673.56	\$38,140.92
	4	\$ 18.2640	\$35,614.82	\$39,176.30
	5	\$ 18.7451	\$36,552.85	\$40,208.13
	6*	\$ 19.2128	\$37,465.00	\$41,211.50
	7*	\$ 19.5971	\$38,214.34	\$42,035.78
3	1	\$ 17.7387	\$34,590.54	\$38,049.59
	2	\$ 18.2917	\$35,668.73	\$39,235.60
	3	\$ 18.8296	\$36,717.81	\$40,389.59
	4	\$ 19.3538	\$37,739.94	\$41,513.93
	5	\$ 19.8785	\$38,763.14	\$42,639.45
	6*	\$ 20.3751	\$39,731.36	\$43,704.49
	7*	\$ 20.7831	\$40,527.06	\$44,579.77
4	1	\$ 18.6881	\$36,441.79	\$40,085.97
	2	\$ 19.2548	\$37,546.94	\$41,301.63
	3	\$ 19.8492	\$38,706.00	\$42,576.60
	4	\$ 20.4303	\$39,839.18	\$43,823.09
	5	\$ 21.0109	\$40,971.28	\$45,068.40
	6*	\$ 21.5362	\$41,995.56	\$46,195.11
	7*	\$ 21.9675	\$42,836.55	\$47,120.20
5	1	\$ 19.7657	\$38,543.19	\$42,397.51
	2	\$ 20.4160	\$39,811.14	\$43,792.26
	3	\$ 21.0408	\$41,029.50	\$45,132.45
	4	\$ 21.7059	\$42,326.56	\$46,559.22
	5	\$ 22.3152	\$43,514.73	\$47,866.20
	6*	\$ 22.8726	\$44,601.55	\$49,061.70
	7*	\$ 23.3304	\$45,494.29	\$50,043.72
6	1	\$ 20.9274	\$40,808.47	\$44,889.32
	2	\$ 21.6219	\$42,162.68	\$46,378.95
	3	\$ 22.3152	\$43,514.73	\$47,866.20
	4	\$ 23.0103	\$44,870.02	\$49,357.02
	5	\$ 23.7036	\$46,222.07	\$50,844.28
	6*	\$ 24.2969	\$47,378.97	\$52,116.87
	7*	\$ 24.7824	\$48,325.62	\$53,158.18

*Note: Step 6 rate awarded at 10+ years of service. See Article 32-Wages.
 Step 7 rate awarded at 15+ years of service. See Article 32-Wages.

EXHIBIT E – Salary Schedule

OCTOBER 2015 Alternate Schedule

Staff hired after 9/23/2011

GRADE	STEP	HOURLY	*ANNUAL	**ANNUAL WITH 5% OPERS PICKUP
Ungraded	1	\$ 10.3183		
	2	\$ 10.5663	Step 2 awarded at 4+ years of service	
	3	\$ 10.8250	Step 3 awarded at 6+ years of service	
1A	1	\$ 15.0947	\$29,434.63	\$30,906.36
	2	\$ 15.5475	\$30,317.67	\$31,833.55
	3	\$ 16.0139	\$31,227.20	\$32,788.56
	4	\$ 16.4944	\$32,164.02	\$33,772.22
	5	\$ 16.9892	\$33,128.93	\$34,785.38
2A	1	\$ 15.9400	\$31,082.97	\$32,637.12
	2	\$ 16.4182	\$32,015.45	\$33,616.22
	3	\$ 16.9107	\$32,975.92	\$34,624.71
	4	\$ 17.4181	\$33,965.20	\$35,663.46
	5	\$ 17.9406	\$34,984.15	\$36,733.36
3A	1	\$ 16.8326	\$32,823.61	\$34,464.79
	2	\$ 17.3376	\$33,808.32	\$35,498.74
	3	\$ 17.8577	\$34,822.57	\$36,563.69
	4	\$ 18.3935	\$35,867.25	\$37,660.61
	5	\$ 18.9453	\$36,943.26	\$38,790.42
4A	1	\$ 17.7752	\$34,661.73	\$36,394.82
	2	\$ 18.3085	\$35,701.58	\$37,486.66
	3	\$ 18.8578	\$36,772.64	\$38,611.27
	4	\$ 19.4235	\$37,875.81	\$39,769.60
	5	\$ 20.0062	\$39,012.08	\$40,962.69
5A	1	\$ 18.7707	\$36,602.79	\$38,432.93
	2	\$ 19.3338	\$37,700.87	\$39,585.92
	3	\$ 19.9138	\$38,831.91	\$40,773.50
	4	\$ 20.5112	\$39,996.86	\$41,996.70
	5	\$ 21.1265	\$41,196.77	\$43,256.61
6A	1	\$ 19.8218	\$38,652.55	\$40,585.18
	2	\$ 20.4165	\$39,812.12	\$41,802.73
	3	\$ 21.0290	\$41,006.49	\$43,056.81
	4	\$ 21.6598	\$42,236.69	\$44,348.52
	5	\$ 22.3096	\$43,503.79	\$45,678.98

*Staff hired after 09/24/2011 and before 09/23/2014 OPERS Pickup 1/2 (5%).

**Staff hired on or after 09/24/2014 OPERS Pickup not applicable.

EXHIBIT F – Salary Schedule

OCTOBER 2016

GRADE	STEP	HOURLY	ANNUAL	ANNUAL WITH 10% OPERS PICKUP
Ungraded	1	\$ 10.5247		
	2	\$ 10.7776	Step 2 awarded at 4+ years of service	
	3	\$ 11.0415	Step 3 awarded at 6+ years of service	
1	1	\$ 16.2578	\$31,702.65	\$34,872.91
	2	\$ 16.7208	\$32,605.55	\$35,866.10
	3	\$ 17.1545	\$33,451.26	\$36,796.38
	4	\$ 17.6316	\$34,381.65	\$37,819.82
	5	\$ 18.1369	\$35,367.03	\$38,903.73
	6*	\$ 18.5904	\$36,251.23	\$39,876.36
	7*	\$ 18.9632	\$36,978.17	\$40,675.99
2	1	\$ 17.1257	\$33,395.17	\$36,734.69
	2	\$ 17.6316	\$34,381.65	\$37,819.82
	3	\$ 18.1369	\$35,367.03	\$38,903.73
	4	\$ 18.6293	\$36,327.12	\$39,959.83
	5	\$ 19.1200	\$37,283.90	\$41,012.30
	6*	\$ 19.5971	\$38,214.30	\$42,035.73
	7*	\$ 19.9890	\$38,978.63	\$42,876.49
3	1	\$ 18.0935	\$35,282.35	\$38,810.59
	2	\$ 18.6575	\$36,382.11	\$40,020.32
	3	\$ 19.2062	\$37,452.17	\$41,197.38
	4	\$ 19.7409	\$38,494.74	\$42,344.21
	5	\$ 20.2761	\$39,538.40	\$43,492.24
	6*	\$ 20.7826	\$40,525.98	\$44,578.58
	7*	\$ 21.1988	\$41,337.60	\$45,471.36
4	1	\$ 19.0619	\$37,170.63	\$40,887.69
	2	\$ 19.6399	\$38,297.88	\$42,127.67
	3	\$ 20.2462	\$39,480.12	\$43,428.13
	4	\$ 20.8390	\$40,635.96	\$44,699.55
	5	\$ 21.4311	\$41,790.70	\$45,969.77
	6*	\$ 21.9669	\$42,835.47	\$47,119.02
	7*	\$ 22.4068	\$43,693.28	\$48,062.61
5	1	\$ 20.1611	\$39,314.05	\$43,245.46
	2	\$ 20.8243	\$40,607.37	\$44,668.10
	3	\$ 21.4616	\$41,850.09	\$46,035.10
	4	\$ 22.1400	\$43,173.09	\$47,490.40
	5	\$ 22.7616	\$44,385.02	\$48,823.53
	6*	\$ 23.3300	\$45,493.58	\$50,042.94
	7*	\$ 23.7970	\$46,404.18	\$51,044.59
6	1	\$ 21.3460	\$41,624.64	\$45,787.10
	2	\$ 22.0543	\$43,005.93	\$47,306.52
	3	\$ 22.7616	\$44,385.02	\$48,823.53
	4	\$ 23.4705	\$45,767.42	\$50,344.16
	5	\$ 24.1777	\$47,146.51	\$51,861.16
	6*	\$ 24.7828	\$48,326.55	\$53,159.20
	7*	\$ 25.2780	\$49,292.13	\$54,221.35

*Note: Step 6 rate awarded at 10+ years of service. See Article 32-Wages.
Step 7 rate awarded at 15+ years of service. See Article 32-Wages.

EXHIBIT G – Salary Schedule

OCTOBER 2016 Alternate Schedule

Staff hired after 9/23/2011

GRADE	STEP	HOURLY	*ANNUAL	**ANNUAL WITH 5% OPERS PICKUP
Ungraded	1	\$ 10.5247		
	2	\$ 10.7776	Step 2 awarded at 4+ years of service	
	3	\$ 11.0415	Step 3 awarded at 6+ years of service	
1A	1	\$ 15.3966	\$30,023.32	\$31,524.49
	2	\$ 15.8585	\$30,924.02	\$32,470.22
	3	\$ 16.3342	\$31,851.74	\$33,444.33
	4	\$ 16.8243	\$32,807.30	\$34,447.66
	5	\$ 17.3290	\$33,791.51	\$35,481.09
2A	1	\$ 16.2588	\$31,704.63	\$33,289.86
	2	\$ 16.7465	\$32,655.76	\$34,288.55
	3	\$ 17.2489	\$33,635.43	\$35,317.21
	4	\$ 17.7664	\$34,644.50	\$36,376.73
	5	\$ 18.2994	\$35,683.84	\$37,468.03
3A	1	\$ 17.1693	\$33,480.08	\$35,154.09
	2	\$ 17.6844	\$34,484.49	\$36,208.71
	3	\$ 18.2149	\$35,519.02	\$37,294.97
	4	\$ 18.7613	\$36,584.59	\$38,413.82
	5	\$ 19.3242	\$37,682.13	\$39,566.23
4A	1	\$ 18.1308	\$35,354.97	\$37,122.72
	2	\$ 18.6747	\$36,415.62	\$38,236.40
	3	\$ 19.2349	\$37,508.09	\$39,383.49
	4	\$ 19.8120	\$38,633.33	\$40,564.99
	5	\$ 20.4063	\$39,792.33	\$41,781.94
5A	1	\$ 19.1461	\$37,334.85	\$39,201.59
	2	\$ 19.7205	\$38,454.89	\$40,377.64
	3	\$ 20.3121	\$39,608.55	\$41,588.97
	4	\$ 20.9214	\$40,796.80	\$42,836.64
	5	\$ 21.5491	\$42,020.70	\$44,121.74
6A	1	\$ 20.2183	\$39,425.60	\$41,396.88
	2	\$ 20.8248	\$40,608.37	\$42,638.78
	3	\$ 21.4495	\$41,826.62	\$43,917.95
	4	\$ 22.0930	\$43,081.42	\$45,235.49
	5	\$ 22.7558	\$44,373.86	\$46,592.56

*Staff hired after 09/24/2011 and before 09/23/2014 OPERS Pickup 1/2 (5%).

**Staff hired on or after 09/24/2014 OPERS Pickup not applicable.

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re Recognition of Shelters

Dear Ms. White:

This letter confirms our agreement regarding the Library's recognition of Shelters. Shelters are defined as those employees who are age 21 and have two (2) years of library service as a Page.

- Shelters shall accrue seniority at the rate of .20 year of employment from the current Seniority list upon appointment in 2005 and thereafter.
- Shelters shall not serve a Class probation as defined in Article 12.
- If a Shelter is interested in transferring, he shall provide a letter stating his interest for transfer.

Jeffrey Godzak
Human Resources Manager

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Sunday Hours

Dear Ms. White:

This correspondence is to reaffirm the Library's past practice regarding the scheduling and payment of staff who work on Sundays.

1. Circulation Clerks who work daily at those Sunday hour agencies will be regularly scheduled for work Monday through Saturday and will be henceforth scheduled for Sunday work based upon a willingness to volunteer for Sunday hours.
2. In the event no Circulation Clerks volunteer from the open agency, then employees from the Circulation Clerk classification throughout the Library system will be invited to volunteer.
3. Sunday overtime will be "equalized" among the Circulation Clerks within the Sunday agency who elect to volunteer and they will have first preference in being scheduled to work on Sunday.
4. Overtime will be rotated among all Circulation Clerks who volunteer from outside the immediate agency.
5. If there are insufficient number of volunteering Circulation Clerks, the Library will establish a Clerk Pool.
6. Sunday hours scheduled will be posted on a monthly basis and a reasonable attempt will be made to accommodate individual preference.
7. Shelters who have volunteered for Sunday shall have their hours scheduled as those of Circulation Clerks per the above procedure.
8. Maintenance workers and custodians shall be scheduled to cover Sunday Agencies at the discretion of the Library. They will be offered the opportunity to work Sunday on an overtime basis, rotated by seniority.
9. Staff who sign up for and are scheduled to work Sunday hours are required to work the hours as posted on the Sunday schedule. All

requests to cancel scheduled Sunday hours must be received by the Human Resources Department on or before Noon of the Friday preceding the scheduled Sunday. Any staff member who cancels scheduled hours with inadequate notice shall not be eligible for Sunday hours for the following calendar month.

Jeffrey Godzak
Human Resources Manager

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Job Changes/Layoffs

Dear Ms. White:

This correspondence confirms the agreement that was reached during the recently concluded contract negotiations regarding job changes and layoffs.

We agree to the following:

1. If any bargaining unit position is no longer necessary due to the merging of reference points or technological changes no bargaining unit member would be laid off;
2. The Library retains the rights to transfer and reclassify any bargaining unit member affected by the merging of reference points or technological changes;
3. Bargaining unit members who are transferred as a result of merging reference points or technological changes must avail themselves of training offered by the Library to prepare them to perform the duties of the new assignment. The Library will pay for all training.
4. Bargaining unit members who are transferred or reclassified due to these changes will maintain their current pay, grade and status.

Jeffrey Godzak
Human Resources Manager

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Programs

Dear Ms. White:

The Library agrees to provide the following three (3) programs for the term of this Agreement:

1. Section 125 of the IRS Code for the purpose of health care premium contributions;
2. The Employee Assistance Program (EAP);
3. Wellness-training programs.

Jeffrey Godzak
Human Resources Manager

EXHIBIT L – Main Library Parking

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Main Library Employee Parking

Dear Ms. White:

This letter confirms our understanding regarding parking for bargaining unit members that are assigned to work at Main Library.

The Library agrees that it will provide free parking to all bargaining unit members that are assigned to work at Main Library.

Jeffrey Godzak
Human Resources Manager

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Outsourcing

Dear Ms. White:

The Library agrees that it will not outsource any bargaining unit work if such outsourcing would either directly or indirectly result in the layoff, reduction in pay or part timing of any current CWA bargaining unit member. Further, outsourcing shall not be the sole cause of a reduction in the number of bargaining unit employee(s).

The Library also agrees that it will discuss any new outsourcing with CWA prior to commencing the outsourcing.

Jeffrey Godzak
Human Resources Manager

EXHIBIT N – Drug/Alcohol Testing

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Drug/Alcohol Testing

Dear Ms. White:

This letter is in reference to drug and alcohol testing. When an employee sustains a workplace injury requiring medical treatment or is involved in an accident while on duty operating a motor vehicle, the Library may require the employee to submit to a drug and/or alcohol test.

Jeffrey Godzak
Human Resources Manager

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Transfer for the good of the service

Dear Ms. White:

The Library, with the President, CWA-Local 4319's agreement, may transfer an employee to a vacant position, for the good of the service.

Jeffrey Godzak
Human Resources Manager

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Job Exchange

Dear Ms. White:

It is the Library's intent to encourage job exchange for the purpose of workforce development. The Library will consider the following when implementing the exchange:

- seek volunteers.
- secure exchange and cross train.
- exchange jobs for not less than a one (1) month period.

Jeffrey Godzak
Human Resources Manager

Exhibit Q – Health Insurance True Up

September 2014

Erika D. White
Vice President - CWA, Local 4319
705 Lime City Road
Rossford, Ohio 43460

Re: Health Insurance True Up

Dear Ms. White:

This letter confirms an agreement that was reached during the contract negotiations regarding the 15% medical contribution required for Full-time employees.

The Library agrees to provide a one-time, lump sum payment to bargaining unit members who were on the Library's health insurance plan as of September 24, 2014, in order to "true up" the 2015 plan year premium contributions, due to the fifteen percent (15.00%) monthly contribution for healthcare coverage.

This one-time "True up" payment will be based on the single plan employee contribution increase of seven point five percent (7.5%) and family plan employee contribution increase of two point eight seven percent (2.87%) depending on the employee's elected plan as of September 24, 2014.

Jeffrey Godzak
Human Resources Manager

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NOTES

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NOTES

Toledo-Lucas County Public Library

By: Michael P. Dansack Jr.
Michael P. Dansack Jr., President
Board of Trustees

By: Clyde Scoles
Clyde Scoles
Library Director & Fiscal Officer

By: Jeffrey Godzak
Jeffrey Godzak
Human Resources Manager

Negotiating Team:

By: Susan Brown
Susan Brown, Assistant Manager
Circulation/Library Materials Use, Main

By: Mateo Espinoza
Mateo Espinoza, Supervisor
Facilities & Operations

By: Nicole Naylor
Nicole Naylor, Assistant Administrator
Branch Services

By: Gayle Martinez
Gayle Martinez, Supervisor Specialist/Librarian V
Technical Services

By: Kristina Ward
Kristina Ward
Assistant Human Resources Manager

**Communications Workers of America
AFL/CIO-Library Unit, Local 4319**

By: Linda Hinton
Linda Hinton, Vice President, District 4
Communications Workers of America

By: Erika D. White
Erika D. White, Vice President, Communications
Workers of America, Local 4319

By: Harry Johnston
Harry Johnston, CWA - Local 4319
Library Unit Director

Negotiating Team:

By: Marcy Andrews
Marcy Andrews, Chief Steward
Circulation Clerk II, Oregon

By: Sandra Bateson
Sandra Bateson, Terminal Operator
Technical Services

By: Kevin Gilford
Kevin Gilford, Custodian
Facilities & Operations

By: Christopher Korzec
Christopher Korzec, Maintenance Worker
Facilities & Operations

By: Itzenith Zielinski
Itzenith Zielinski, Technical Services
Facilities & Operations