

CLEVELAND PUBLIC LIBRARY

Human Resources Committee

November 18, 2014

RESOLUTION ACKNOWLEDGING TERMS OF AGREEMENT WITH DISTRICT 1199 SEIU

WHEREAS, CPL and SEIU District 1199 engaged in interest-based collective bargaining negotiations throughout the fall of 2013 and spring of 2014 and the parties were able to reach tentative agreements on all issues except the issue of wages and benefits; and

WHEREAS, SEIU District 1199 requested a fact-finding hearing in order to resolve the matter of wages and benefits. A Fact Finder was appointed by the State Employment Relations Board, a fact-finding hearing was held on September 8, 2014, and the Fact Finder issued his Findings and Recommendations concerning wages and medical benefits on September 17, 2014; and

WHEREAS, The Board of Trustees of the Cleveland Public Library accepted the Findings and Recommendations of the Fact Finder by Resolution adopted on September 24, 2014; and

WHEREAS, All the tentative agreements the parties reached during negotiations that did not pertain to wages and medical benefits were incorporated into the Fact Finders Findings and Recommendations by reference, and were effectively approved by this Board when it approved the Findings and Recommendations on September 24, 2014; and

WHEREAS, In order to establish a proper record, this Board wishes to formally acknowledge certain terms and conditions other than wages and medical benefits agreed to by the parties in the tentative agreements; now therefore be it

RESOLVED, The terms of all negotiated items contained in the tentative agreements attached to this Resolution shall be deemed formally acknowledged by the Cleveland Public Library Board of Trustees; and be it further

RESOLVED,

That the Cleveland Public Library Board of Trustees commends the diligence of both parties to reach an agreement, and directs the President of the Board and the Library's Executive Director, CEO, to sign such documents and agreements as may be necessary or appropriate to memorialize the agreements approved by, the Service Employees International Union (SEIU), District 1199 and the Cleveland Public Library.

MEMORANDUM OF UNDERSTANDING

Between

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

THE CLEVELAND PUBLIC LIBRARY

This Memorandum of Understanding (MOU) sets forth the terms and understanding between SEIU District 1199, WV/KY/OH The Health Care and Social Service Union, CTW, CLC (the "Union" or "SEIU") and The Cleveland Public Library (the "Library") to memorialize the Union and the Library's mutual desire to work collaboratively to make the summer lunch program work at all locations according to the following stipulations:

- a. The Branch Custodian may sign for the lunches in the morning and place in the refrigerator. However, Branch Custodians shall not be responsible for counting or inspecting the lunches.
b. The Library shall make every attempt to work with the provider to narrow the delivery window to 9:30 a.m. or later.
c. The Library shall not hold SEIU members responsible for discrepancies or liabilities involving the summer lunch program.
d. Unless there are fewer than two Site Supervisors designated for a location, Managers will remain on the Saturday rotation schedule and work some evening shifts during the summer lunch program.
e. In the absence of non-SEIU lunch program staff, SEIU members may sign for lunches; count them; inspect them; serve, monitor, and clean during lunch; and complete the paperwork, except as limited in paragraph a above with reference to Custodians.
f. SEIU members will be trained before being involved in the lunch program. Multiple CPL-site trainings will be available.
g. Site Supervisor duties stay the same as they are presently, i.e., cleaning, dumping lunches, etc.
h. The Branch Manager is always ultimately responsible for the summer lunch program at her/his branch.
i. Whenever possible, the Branch Manager or a non-SEIU member will assume the duties of Site Supervisor.
j. SEIU members at each location may volunteer to be the alternate Site Supervisor.
k. Within thirty (30) days of ratification of the 2014-2017 contract, the Library and the Union shall create an evaluation group comprised of three (3) Library representatives and three (3) SEIU representatives, which will be charged with making the summer lunch program work as efficiently and equitably as possible.

This MOU shall remain in effect for the duration of the 2014-2017 contract between the Union and the Library.

Handwritten signatures and dates for the Union and the Library, including the date 3/25/14 and 3/25/2014.

ARTICLE IV: UNION AND EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

ARTICLE X: POSITION CHANGES AND POSTING

A. Position Posting. When a position vacancy occurs or a new position is created, and the Library desires to fill that position the Library shall place a notice of the position vacancy on the Staff Center (with a link to the application process) and as an Announcement in the Employee Self Service (ESS) page, which notice shall remain for seven (7) calendar days. (A

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position vacancy includes temporary and full-time and part-time regular positions.) Notice of openings shall not appear in the Staff Newsletter; however, the Library will send a courtesy email to staff members to remind them to check ESS when jobs are posted.

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

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

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

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

5. The Library will complete the selection process within forty five (45) days of the last day of the electronic posting, to the extent possible and practicable.

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

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

1. "Qualified" shall be defined as possessing the prerequisite skills and abilities as contained in the job description to satisfactorily perform the required work. In connection with skill and ability, the position description may include academic qualifications, education, experience in the Library, experience in a comparable Library system and related experience.

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

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

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

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

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

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

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

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

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

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

G. Short-Term Assignments and Transfers.

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

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

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

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

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

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

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

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

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

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

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

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

a. If the Library decides to transfer an employee from one workplace to another, it shall first seek volunteers at agencies that are above their staff complement for that position/job title to move all or part of their hours.

b. If there are no volunteers at the sending workplace, the Library shall

transfer the least senior bargaining unit employee at the sending workplace to the receiving workplace, provided that the transferred employee is qualified to do the work.

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

d. Except in cases of emergency, the Library shall give the employee to be transferred a minimum of five (5) working days' notice.

e. If an employee is transferred to a position in a higher classification, the rate of pay shall be the minimum rate of pay of the new grade, or one step above his/her present rate of pay if he/she is already paid more than the minimum of the new grade.

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

g. There shall be no transfers for disciplinary reasons.

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

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

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ARTICLE V: HOURS OF WORK

A. The Work Week. The work week for full-time employees shall be a regular schedule of thirty seven and one half (37.5) hours. The work week for part-time regular employees shall be a regular schedule of twenty (20) to less than thirty seven and one half (37.5) hours. The Library will not schedule part-time regular employees for over thirty five (35) hours per week on a regular, ongoing basis.

For all timekeeping purposes, fifteen (15) minutes shall be the minimum timekeeping increment.

For timekeeping purposes, the workweek for all employees shall begin on Sunday at 4:00 a.m. and end on the following Sunday at 3:59 a.m.

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

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

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

a. A violation shall consist of an instance of tardiness or leaving prior to the end of the employee's scheduled shift.

b. After three (3) violations within a rolling six (6) month period, an employee will receive a counseling memo.

c. After six (6) violations within a rolling six (6) month period, the employee will be presented with a written first warning.

d. Another violation will result in a second written warning.

e. Another violation will result in a suspension of two (2) days.

f. Another violation will result in termination.

g. After an employee completes one (1) year without disciplinary action for tardiness, that employee's record for tardiness shall return to "zero."

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

a. Employees who are late/leave early by eight (8) minutes or more will be docked for a minimum of fifteen (15) minutes in fifteen (15) minute increments.

b. Employees who are late/leave early up to and including seven (7) minutes will not be docked. However, such instances of tardiness/leaving early shall be counted as violations as outlined above.

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

B. Scheduling.

1. Staff may combine their paid evening fifteen (15) minute break with their paid thirty (30) minute supper for a total of forty-five (45) minutes.

2. Public service employees who are scheduled to open or close a Public Services agency may be scheduled to begin their shifts thirty (30) minutes before and/or end their shifts fifteen (15) minutes before and/or after public time.

3. Public service employees required to prepare programs or exhibits for the public or for other staff members at the request of the Library shall be given reasonable time off the floor to prepare the program or exhibit.

4. No employee in the bargaining unit will be required to function as "in charge" of the Main Library.

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

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

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

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

Monday - Friday 7:30 a.m. - 3:30 p.m.

9:00 a.m. - 5:00 p.m.

C. Relief and Meal Periods

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

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

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

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

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

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

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

D. Overtime and Premium Compensation.

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

a. Paid vacation, sick leave, or other paid time off shall not be included in the hours used as a basis for calculating overtime. Such paid time off shall be considered to be the employee's day(s) off for the week.

b. Notwithstanding the provisions of subparagraph (a) above, the Audio-Visual Equipment Specialist and employees in the Facilities and Automation Services Departments who may be called upon to work on a sixth and/or seventh day in one week shall

be paid one and one half (1.5) times their applicable rate of pay for all hours worked on the sixth and/or seventh day.

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

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

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

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

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

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

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

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

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

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

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

4. Overtime shall be scheduled on a rotating basis for those qualified to do the work beginning with the most senior employee in a department/agency. If an employee who is

offered overtime refuses it, the next most senior employee will be offered the overtime, and the procedure will continue through the complete list of employees in that agency. Only when that list has been exhausted will the most senior employee qualified to do the work be eligible for overtime again.

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

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

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

8. Premium pay is awarded to Custodians I, II and III and Computer Networking Technicians whose work shift commences on or continues after normal Main Library closing time for hours worked after closing and before 7:00 a.m. the following morning. Premium pay is five percent (5%) of an employee's regular rate of pay, or thirty (30) cents per hour, whichever is higher. Overtime shall be calculated on the premium pay rather than the base pay. Premium pay shall apply to holiday pay and vacation pay and not to sick leave or any other benefits.

9. Computer Networking Technician On-Call Time.

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

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

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

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

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

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

E. Change of Hours in Branches.

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

The Library may make such changes at each branch twice during the life of this Agreement. However, the Library may revert back to the prior hours of service for a branch whose hours were changed, provided the Library has given the Union written notice of such change no later than sixty (60) calendar days in advance of such changes.

If the branch service model changes in any way including, but not limited to, reducing the number of branches and/or moving to a regional service model, the Library shall provide the Union with a minimum of sixty (60) calendar days' notice. The Library and the SEIU District 1199 Executive Board Member(s) shall meet to discuss implementation and bargain over changes. As a result of the redefinition of service areas, no branch employee's hours shall be reduced but the Library may schedule branch employees at no more than two (2) designated neighboring branch locations.

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

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

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


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

F. Facilities Department Meetings.

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

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

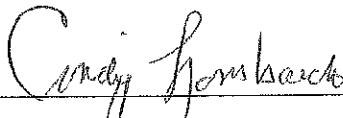
3. The Library agrees that all such meetings shall be scheduled during regular working hours.



For the Union

3/25/14

Date/Time



For the Library

3/25/2014

Date/Time

ARTICLE VII: VACATIONS

A. Vacation time for full-time employees (and for part-time regular employees on a prorated basis) accumulates from the first day of employment. Effective January 1, 2005, the Library will accumulate all compensated hours excluding overtime for each part-time regular employee. Beginning January 1, 2006, the pro-ration of vacation for each part-time regular employee shall be based on his/her compensated hours excluding overtime worked in the prior calendar year. No vacation may be taken during the first six months of employment.

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

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

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

b. Vacation bidding is based on seniority and rotation. Supervisors shall be responsible for tracking the rotation for their agency. Bids shall be granted on the basis of a vacation list, which shall consist of a group of employees who cannot be on vacation concurrently. Each list shall begin with the employee next in seniority after the employee at the top of the previous list, and the most senior employee on the list shall drop to the bottom of the list. For Branch Custodians, there shall be separate East and West side lists as defined by the Public Services model. The employee at the top of the list shall have the right to select his/her vacation day or days, regardless of conflict. In each successive bid period, the highest employee on the list shall drop to the bottom of that list, and the employee next in seniority shall

move to the top and shall have the right to select his/her vacation day or days, regardless of conflict. The entire seniority list shall be exhausted before going back to the most senior employee.

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

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

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

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

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

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

The Administrator will approve or deny the switch request and email notice of the approval or denial to each of the branch employees and the Branch Managers. Switch

requests will be denied if the switch would result in the presence of less than two (2) home branch employees at the branch or if the switch request would result in one branch employee working overtime, or if the switch request would not meet the operational needs of the Library.

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

3. Up to one hundred and fifty percent (150%) of the annual accumulation of vacation time may be carried forward from one year to the next. Any time in excess will be lost.

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

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

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

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

Professional Librarians

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

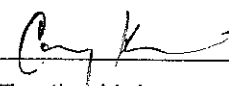
All Other Employees

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

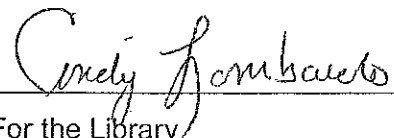
4. Employees with previous public service in the State of Ohio shall be credited with vacation time earned and not paid in other positions in determining vacation allowances, up to but not exceeding the maximum number of hours allowed to Library employees.

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

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


For the Union

3/25/14
Date/Time


For the Library

3/25/2014
Date/Time

ARTICLE VIIa: EDUCATION AND ADVANCEMENT

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

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

1. Computer Aides

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

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

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

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

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

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

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

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*Cindy Lombardo
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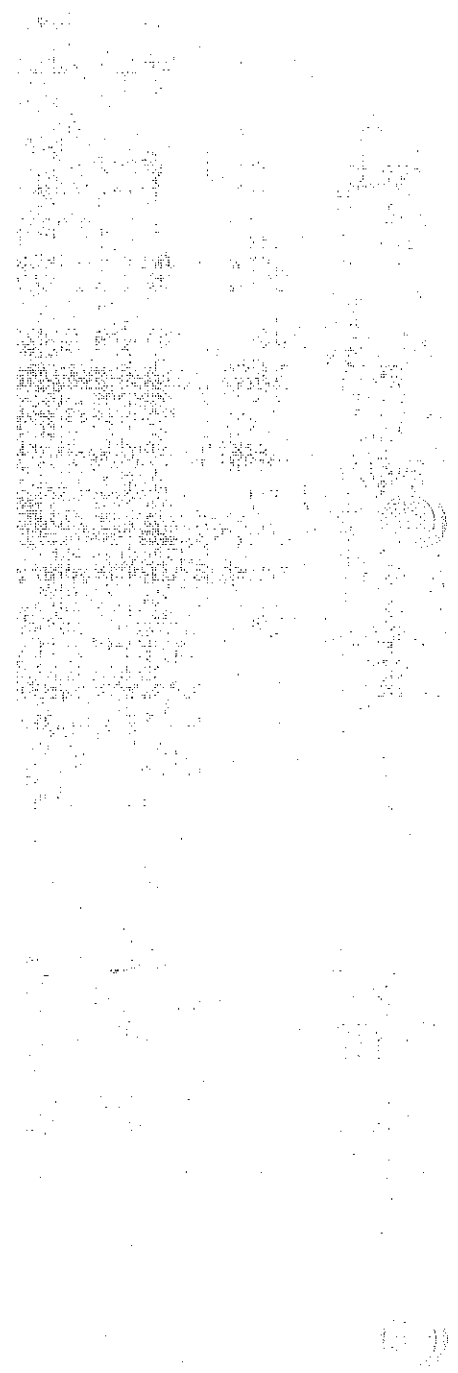
Candy Lombardo 3/25/2014

For the Union

Date/Time

For the Library

Date/Time



ARTICLE VIIb: EVALUATIONS

Supervisors will evaluate employees during and at the end of the probationary and trial periods, on an annual basis, and at any other times at the discretion of the Library. The purposes of the evaluations are to inform the employee of his/her strengths and/or of any areas needing improvement and/or development any problems she/he may have in her/his performance, to provide the employee with additional instruction on the improvement and/or development needed and to allow the employee to ask questions or make suggestions regarding the work of the agency. However, if problem(s) do exist, supervisors shall discuss them with an employee as they arise and not wait until the evaluation time so that the employee may attempt to correct the problem(s) before the evaluation. Employees are required to sign the evaluation form. The employee's signature does not indicate agreement; it indicates only that the employee is aware of the contents. An employee may appeal his/her evaluation to the Administrative Head, then to the Human Resources Director or his/her designee Administrator, and then to the Deputy Director/C.O.O./COO or his/her designee. After the appeal to the Deputy Director/C.O.O. is exhausted, the evaluation stands as determined by the Deputy Director/C.O.O./COO; thereafter, the evaluation is not subject to the grievance procedure.

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

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ARTICLE VIII: JOB TITLES AND CHANGES

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

If the duties and responsibilities of any position materially change, a position description shall be completed and the position examined in the manner set forth in paragraph B of this Article.

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

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

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

3. If it is determined by the Reclassification Committee that the duties and responsibilities of said position(s) do not properly fall within its current classification, then the Reclassification Committee may recommend to the Director of the Library that the position(s) shall be assigned to an existing class or recommend to the Director of the Library that a new position class should be established. The Director of the Library shall make the final determination on the assignment and/or allocation of position as well as the establishment of new position classes.

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

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

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

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

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

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ARTICLE IX: SENIORITY

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

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

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

B. Seniority shall be broken when an employee:

1. Resigns or quits and one (1) full year has passed;
2. Is discharged for just cause;
3. Is laid off for a period which exceeds the lesser of length of seniority or one (1) year;
4. Is absent without notice for three (3) consecutive work days;
5. Fails to report for work when recalled from layoff within three (3) work days from the date on which the Library delivers the employee notice as provided in Article XI, I.

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

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

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

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

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

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ARTICLE X: POSITION CHANGES AND POSTING

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

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

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

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

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

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

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

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

1. "Qualified" shall be defined as possessing the prerequisite skills and abilities as contained in the job description to satisfactorily perform the required work. In connection with skill and ability, the position description may include academic qualifications, education, experience in the Library, experience in a comparable Library system and related experience.

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

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

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

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

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

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

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

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

A part-time employee who is awarded a lateral bid shall not be permitted to bid for a full-time position within the same administrative unit for six (6) months from the first day in the new position.

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

1. During their six-month probationary period, newly hired bargaining unit employees are prohibited from bidding for any positions.

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

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

G. Short-Term Assignments and Transfers.

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

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

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

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

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

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

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

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

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

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

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

2. Transfers. The Library determines the staff complement for each agency.

The Library shall have the right to move all or a portion of an employee's hours from one workplace to another in order to meet Library needs, subject to the following provisions:

a. If the Library decides to transfer an employee from one workplace to another, it shall first seek volunteers at agencies that are above their staff complement for that position/job title to move all or part of their hours.

b. If there are no volunteers at the sending workplace, the Library shall transfer the least senior bargaining unit employee at the sending workplace to the receiving workplace, provided that the transferred employee is qualified to do the work.

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

d. Except in cases of emergency, the Library shall give the employee to be transferred a minimum of five (5) working days' notice.

e. If an employee is transferred to a position in a higher classification, the rate of pay shall be the minimum rate of pay of the new grade, or one step above his/her present rate of pay if he/she is already paid more than the minimum of the new grade.

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

g. There shall be no transfers for disciplinary reasons.

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

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

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ARTICLE X: POSITION CHANGES AND POSTING

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

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

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

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

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

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

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

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

1. "Qualified" shall be defined as possessing the prerequisite skills and abilities as contained in the job description to satisfactorily perform the required work. In connection with skill and ability, the position description may include academic qualifications, education, experience in the Library, experience in a comparable Library system and related experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Short-Term Assignments and Transfers.

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

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

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

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

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

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

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

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

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

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

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

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

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

b. If there are still no qualified volunteers at the sending workplace, the Library shall transfer the least senior qualified bargaining unit employee in at the over-complemented position sending workplace to the receiving workplace, provided that the transferred employee is qualified to do the work.

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

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

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

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

g. Employees who have been involuntarily transferred within the last twelve (12) months shall be given the first opportunity for any volunteer transfer opportunity within the same pay grade for which they are qualified. Priority shall be given to the most senior volunteer.

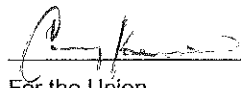
hf. The Library's right to transfer shall not extend to transferring an employee into a vacancy that would otherwise be filled by bidding or recall from layoff.

ig. There shall be no transfers for disciplinary reasons.

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

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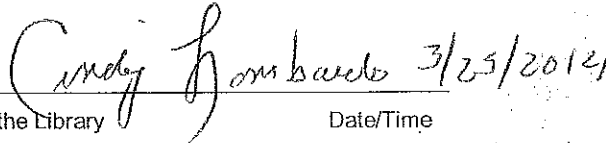
H. In the event of a posted vacancy, employees may bid laterally and may bid to a lower classification in the event of disability or hardship, subject to needs of the Library.



For the Union

3/25/14

Date/Time



For the Library

3/25/2014
Date/Time

Date: _____

ARTICLE XII: LEAVES

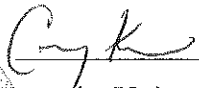
B. Jury Duty and Court Appearances. – No change

C. Funeral Leave.

1. All full-time and part-time regular employees are entitled to a maximum of three (3) days paid leave for an absence due to the death of a spouse, parent, child, mother-in-law, father-in-law, sister, brother, **grandchild, grandparent**, or any other person who resides in the home of the employee at the time of his or her death.

Employees are entitled to one (1) day paid leave for other relatives, such as a grandchild, uncle, aunt, grandparent, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, or son-in law.

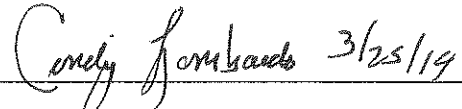
[Remainder of C.1. unchanged]



For the Union

3/25/14

Date/Time



For the Library

3/25/14

Date/Time

ARTICLE XII: LEAVES

A. Sick Leave.

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

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

Sick leave may be used if needed for personal illness or injury, professional medical or dental attention, the illness of an adopted or natural child in the home up to age fourteen (14), except for a medical disability for a child up to age eighteen (18), and emergency leave. Sick leave will be shown on each employee's paycheck as of the previous pay period, and it may be taken only after it is earned.

2. Sick leave with pay shall be granted, provided the employee has reported the illness or injury to her/his immediate supervisor or agency head, where possible, not later than one hour before the start of her/his regularly scheduled shift. The supervisor may require a doctor's certificate. Supervisors shall use reasonable discretion in requesting doctors' certificates. The following guidelines shall generally apply:

a. After three (3) consecutively scheduled work days of sick leave, a doctor's excuse may be required at the supervisor's discretion.

Employees who are absent for three or more consecutively scheduled work days may also be eligible for FMLA leave (see Article XIII. A).

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

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

d. Where practicable, the Library will inform an employee of the need for a doctor's certificate prior to the employee's return to work from an illness or injury.

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

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

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

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

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

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

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

7. Good Attendance Incentive ("GAI"): Effective January 1, 2012, employees who use a combined total of fewer than five (5) sick days and/or emergency leave days (37.5 hours for full time employees; 20 hours for part-time regular employees) in the previous calendar year shall be awarded three (3) GAI days (taken from sick leave balance) which can

be used at any time within the calendar year in which they are awarded. Part-time employees shall earn GAI days on a prorated basis (a 4-hour shift equals a "day").

GAI days will be awarded to employees who earn them no later than the first pay date in February of each year. GAI days must be used within the calendar year in which they are awarded and do not roll over to the next calendar year if not taken. GAI days are not subject to payout upon resignation, retirement or termination.

Only employees who have completed one full year of CPL service in a position(s) earning sick time benefits shall be eligible to earn GAI days. Employees shall first be eligible for consideration regarding GAI days in the January following completion of one full year of service.

GAI days must be scheduled and bid according to the same procedures used to schedule and bid vacation time and must be scheduled subject to the needs of the Library.

For calendar year 2012 only, earning of GAI days shall be phased in as follows. (All terms and conditions concerning GAI days, as described in Article VII.A.7, above, shall apply).

Employees who use no more than a combined total of three (3) sick days and/or emergency leave days (22.5 hours for full time employees; 12 hours for part-time employees) between August 28, 2011 and Dec. 31, 2011 shall earn two (2) GAI days (taken from sick leave balance) which must be used by Dec. 31, 2012. GAI days will be awarded to employees who earn them no later than the first pay date in February 2012.

B. Jury Duty and Court Appearances.

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

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

C. Funeral Leave.

1. All full-time and part-time regular employees are entitled to a maximum of three (3) days paid leave for an absence due to the death of a spouse, parent, child, mother-in-law, father-in-law, sister, brother, or any person who resides in the home of the employee at the time of his or her death.

Employees are entitled to one (1) day paid leave for other relatives, such as a grandchild, uncle, aunt, grandparent, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, or son-in-law.

In the event of a death during an employee's vacation or absence due to illness, the amounts of time outlined above may be charged against funeral leave instead of vacation time or sick leave.

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

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

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

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

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

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

b. An employee may elect to take leave without pay, without exhausting accrued leave balances, pending determination of a workers' compensation claim. Such election shall be effective upon receipt by the Human Resources Department of written notice from the employee. In the alternative, employees who are injured while on duty may be permitted to use accumulated sick leave and vacation time instead of receiving workers'

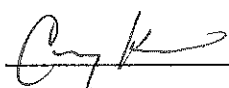
compensation benefits. If an employee is still unable to return to work after sick leave and vacation time have been exhausted, an employee can file a claim for weekly payments from workers' compensation.

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

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

The recommendations of the Labor Management Committee will be the result of consensus. The recommendations of the Committee with respect to the development of a TWP shall be brought to the Director or designee and the SEIU District 1199 Executive Board Member(s) and will be subject to approval by each party's respective approval procedures.

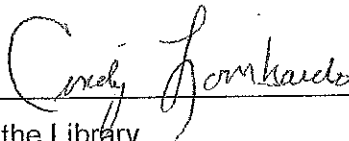
3. Information regarding Workers' Compensation is available to all employees in the Human Resources Department and on the Staff Center.



For the Union

3/25/14

Date/Time



For the Library

3/25/2014

Date/Time

ARTICLE XII: LEAVES

A. Sick Leave.

1. No change
2. No change
3. No change
4. No change

5. Unused Sick Leave.

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

b. **Seventy-five percent (75%) of sick leave hours accumulated over nine hundred (900) hours shall be paid in cash to the employee during the first full pay period in January at the employees' current rate of pay.**

6. No change

~~7. Good Attendance Incentive ("GAI"): Effective January 1, 2012, employees who use a combined total of fewer than five (5) sick days and/or emergency leave days (37.5 hours for full time employees; 20 hours for part time regular employees) in the previous calendar year shall be awarded three(3) GAI days (taken from sick leave balance) which can either be used at any time within the calendar year in which they are awarded Part-time employees shall earn GAI days on a prorated basis (a 4 hour shift equals a "day").~~

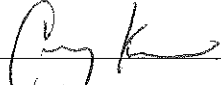
~~GAI days will be awarded to employees who earn them no later than the first pay date in February of each year. GAI days must be used within the calendar year in which they are awarded and do not roll over to the next calendar year if not taken. GAI days are not subject to payout upon resignation, retirement or termination.~~


~~Only employees who have completed one full year of CPL service in a position(s) earning sick time benefits shall be eligible to earn GAI days. Employees shall first be eligible for consideration regarding GAI days in the January following completion of one full year of service.~~

~~GAI days must be scheduled and bid according to the same procedures used to schedule and bid vacation time and must be scheduled subject to the needs of the Library.~~

For calendar year 2012 only, earning of GAI days shall be phased in as follows. (All terms and conditions concerning GAI days, as described in Article VII.A.7, above, shall apply).

— Employees who use no more than a combined total of three (3) sick days and/or emergency leave days (22.5 hours for full time employees, 12 hours for part-time employees) between August 28, 2011 and Dec. 31, 2011 shall earn two (2) GAI days (taken from sick leave balance) which must be used by Dec. 31, 2012. GAI days will be awarded to employees who earn them no later than the first pay date in February 2012.

 3/25/14
For the Union Date/Time

 3/25/14
For the Library Date/Time

ARTICLE XIV: WAGES AND BENEFITS

J. Life Insurance. The Library will continue to provide to full-time employees who have completed one year of service the Sun Life Assurance Plan including Term Life Insurance and the Accidental Death and Dismemberment Insurance as such benefits existed on February 15, 2007, or the equivalent. (i.e. \$20,000 Term Life Insurance and \$20,000 Accidental Death and Dismemberment Insurance). The Sun Life Assurance Weekly Income Accident and Sickness Insurance shall be provided in accordance with Article XII.A.7 of this Agreement. **Employees with a domestic partner can elect family Life Insurance coverage on the same terms and conditions as an employee with a spouse.**

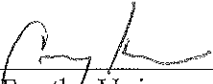
Domestic Partner shall be defined as follows: both partners are of the same sex, are over the age of eighteen (18), unrelated by blood, not married to anyone else, cohabitating for at least one (1) year and sharing living expenses, or possess a joint marriage license from another state/country. The employee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

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

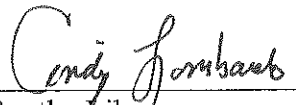
2. **No later than June 1, 2015, the Health Care Committee shall convene to review Short Term Disability Insurance options and seek bids for plans and/or carriers.**

L. K. Tax-Sheltered Annuity Programs. – No change

M. L. Miscellaneous. – No change



For the Union 3/25/14
Date/Time



For the Library 3/25/14
Date/Time

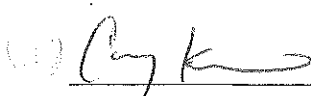
ARTICLE XIV: WAGES

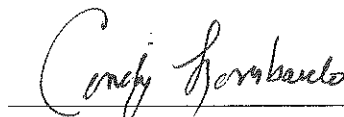
A. Wages.

- 1. No Change
- 2. No Change
- 3. No Change

4. Lead-worker incentive – Effective 30 days after ratification, branch employees designated as Lead Worker shall receive a \$1.25 premium per hour when acting as Lead Worker for a minimum of sixty (60) consecutive minutes. Lunches, breaks, and supper by the supervisor shall be exempted. Management will develop guidelines for lead worker expectations with input from The Union at least thirty (30) days prior to rollout. Rollout of guidelines for all staff for the role of the Lead Worker will occur ninety (90) days after ratification. Lead Worker hours shall be scheduled in advance whenever practicable.

- B. No Change
- C. No Change
- D. No Change
- E. No Change
- F. No Change
- G. No Change
- H. No Change
- I. No Change
- J. No Change
- K. No Change
- L. No Change

 _____ 3/25/14
 For the Union Date/Time

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 For the Library Date/Time

ARTICLE XVa: PROCESSING OF LIBRARY MATERIALS

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

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

Technical Services staff or Public Service staff (as needed) shall create item records and spine or title labels for all materials. Technical Services staff shall inspect and edit basic cataloging records in the Library's bibliographic database. Catalogers shall inspect and edit complex cataloging records and perform original cataloging in OCLC, LC and the Library's bibliographic database

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

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

2. CDs and DVDs ~~ordered from Midwest Tapes~~ may be acquired with plastic shrink wrap removed by the vendor.

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

C. Processing of DVD Materials.

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

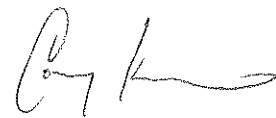
2. All other processing and inventory of DVDs ~~ordered from Midwest Tapes~~ shall be completed by CPL staff.

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

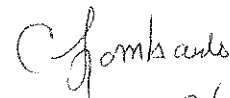
D. Workforce Protections. Article XV.A.4 of this Agreement provides that use of vendors or subcontracting may not result in the layoff of bargaining unit employees. The parties agree that nothing in this Article shall be construed as altering those or any other contractual provisions. Further, no employees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

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Date: _____

ARTICLE XVI: RETIREMENT AND SEPARATION OF SERVICE

Section A – Retirement.

1. All full time and part-time regular employees come under the provisions of the Ohio Public Employee Retirement System (“O.P.E.R.S”). The Library and the Union agree to abide by any and all rules and regulations now in effect or subsequently enacted by O.P.E.R.S. The total compensation payable by the Library to each employee in any period shall be reduced by the amount payable by the Library to O.P.E.R.S on behalf of the employee as a pick-up amount.

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

2. Employees who submit the Retirement/Resignation Form 417 on or before July 31, 2014 and are eligible to retire from O.P.E.R.S will receive a five thousand dollar (\$5000) buyout upon final payout. Employees must retire on or before December 31, 2014 to receive the above buyout. No employee who submits Form 417 for this purpose may rescind his/her resignation/retirement.

Section B – [No change]



For the Union 3/25/14
Date/Time



For the Library 3/25/14
Date/Time