

Preamble

This AGREEMENT made and entered into by and between WASHINGTON-CENTERVILLE PUBLIC LIBRARY BOARD OF TRUSTEES (herein "LIBRARY"), and the WASHINGTON-CENTERVILLE PUBLIC LIBRARY STAFF ASSOCIATION affiliated with THE OHIO EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION (herein "ASSOCIATION").

Article 1 - Recognition

- A. The Washington-Centerville Public LIBRARY Board of Trustees, hereinafter referred to as the "LIBRARY", recognizes the Washington-Centerville Public LIBRARY Staff Association, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive bargaining representative for all employees now employed or to be employed in the unit as defined in Article 1, Section B of this AGREEMENT, effective for the term of this AGREEMENT.
- B. The bargaining unit shall include all regular full-time and regular part-time employees employed by the LIBRARY who are regularly assigned to work in the following job titles:
- LIBRARY Specialists (with Masters in LIBRARY Science)
 - LIBRARY Technicians (with Masters in LIBRARY Science)
 - Reference Specialists
 - Reference Assistants
 - Webmasters
 - Graphic Designers
 - Adult Programming Coordinators
 - Public Service Assistants
 - Technicians
 - Youth Services Assistants
 - Youth Services Specialists
 - Community Outreach & Development Coordinators
 - Facilities Administrators
 - ILS Administrators
- C. As used in this AGREEMENT, the term "employee" shall refer only to employees in the above-described bargaining unit.
- D. For purposes of employment-related benefits provided by this Agreement, only employees who are regularly scheduled to work more than twenty and a half (20.5) hours per week are eligible for such benefits.

Article 2 - Professional Negotiations Procedures

- A. Professional negotiations shall be initiated in writing by the President of the ASSOCIATION to the Director and/or the President of the WCPL Board of Trustees, or by the Director to the President of the ASSOCIATION. The initiating party shall include the following in the request for negotiations:
Date of request
Purpose of negotiations
Contact person/address for negotiations
- B. Up to one hundred twenty (120) calendar days prior to the expiration of this AGREEMENT, at the request of either party, negotiations shall commence on a successor document.
- C. The date, time, and place for each subsequent negotiations meeting shall be determined by mutual agreement at the end of each negotiations meeting.
- D. Each team shall be made up of no more than six (6) people. Each team shall designate a spokesperson. Formal presentations may be made by consultants upon specific items under discussion, provided notice is given the day prior to the meeting naming the person who will make the presentation and the subject of same. Additional special consultants may be called upon to make formal presentations with the mutual agreement of the parties.
- E. The designated representatives of the LIBRARY agree to make available to the ASSOCIATION, upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters under negotiation to the extent required by law.
- F. Either party shall have the right to recess for independent caucus at any time.
- G. The designated representatives of the LIBRARY and the ASSOCIATION shall determine at the initial negotiation meeting procedures to be used for item agreement.
- H. When a tentative agreement is reached on the entire AGREEMENT through negotiations, the outcome will be reduced to writing, signed by the spokesperson of each negotiating team and submitted to the ASSOCIATION's general membership by the ASSOCIATION's bargaining team and to the LIBRARY by its team for approval.
- I. The ratification vote by the ASSOCIATION's membership shall be communicated to the LIBRARY by the President of the ASSOCIATION. Upon receipt of notification that the ASSOCIATION has ratified the tentative agreement, the LIBRARY shall meet within fourteen (14) calendar days to vote on the tentative agreement.
- J. After the AGREEMENT is fully executed by the LIBRARY and the ASSOCIATION, the

LIBRARY shall have it printed and will provide ten (10) copies to the Association. It shall be the responsibility of the Association to distribute the Agreement to all employees employed at the time of this initial distribution. The LIBRARY shall be responsible for seeing that any employee hired after this distribution receives a copy. An electronic copy of the AGREEMENT shall be created by the LIBRARY and distributed to both parties.

- K. Negotiations shall be held at a mutually-agreed upon time, date, and place, during LIBRARY work time and up to two (2) members of the ASSOCIATION negotiations committee may be permitted to flex their work schedule within the week of the negotiations so as to not lose pay or be required to use vacation leave if business conditions permit. Approval of flex time will not be unreasonably withheld.
- L. Nothing herein shall prohibit either party from exercising its right under relevant statutory law to engage in economic action, including a strike or lockout, consistent with the terms of the Ohio Revised Code, except as otherwise provided in this Agreement.
- M. If any provision of this AGREEMENT shall be found to be contrary to law by a court of competent jurisdiction, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall continue in full force and effect for the term of the AGREEMENT. The parties shall meet within thirty (30) calendar days upon request of either party to negotiate any necessary change in the AGREEMENT relative to the affected provision. Said negotiations shall be in accordance with provisions outlined in this Article.
- N. If, during the term of this AGREEMENT, there is a change in any state or federal law which would invalidate any provision of this AGREEMENT, the parties will meet to negotiate any necessary change in the AGREEMENT relative to the affected provision within thirty (30) calendar days upon request of either party and in accordance with provisions outlined in this Article.
- O. In the event of a contract re-opener, negotiations shall begin within thirty (30) calendar days of the AGREEMENT to re-negotiate on those specific items mutually agreed to reopen and shall proceed in accordance with the provisions of Article 2.

Article 3 – Modification of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to conditions of employment. Those provisions to which the parties agreed are included in this Agreement. This Agreement, including any documents incorporated into it, is complete in writing. The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes will be reduced to writing, dated, and signed by the parties.

Article 4 - Non-Discrimination

- A. The LIBRARY and the ASSOCIATION agree that there shall be no discrimination against any employee based on race, color, creed, age, sex, national origin, disability or handicap, marital status, sexual orientation, gender identity, veteran status, political affiliation, union affiliation, and all as in accordance with and as limited by the provisions of applicable law.
- B. The LIBRARY and the ASSOCIATION agree to apply the provisions of this AGREEMENT equally to all employees.

Article 5 - Grievance Procedure

- A. The LIBRARY and the ASSOCIATION recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals, of any kind, shall be taken against any employee initiating or participating in the grievance procedure.

- B. Definitions:

Grievance - A grievance is a complaint involving the application or interpretation of the AGREEMENT entered into between the LIBRARY and the ASSOCIATION.

Grievant - The grievant shall mean the employee, employees, or the ASSOCIATION filing the grievance.

Days - Refers to calendar days.

- C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept informal at all levels of the procedure.

- D. Step One: Discussion With Supervisor

Any employee having a grievance may first discuss such grievance and identify that he/she is beginning the grievance procedure with his/her immediate supervisor.

- E. Step Two: Written to Human Resources

If the discussion does not resolve the grievance to the satisfaction of the employee, or if a discussion did not occur, such employee shall have the right to lodge a written grievance with Human Resources. If such grievance is not lodged within fourteen (14) calendar days after the occurrence, or the grievant becoming aware of the act or the condition which is the basis of said grievance, said grievance shall be waived.

The written grievance shall be in writing and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the AGREEMENT allegedly violated, misinterpreted or misapplied.

Human Resources shall take action on the written grievance within fourteen (14) calendar days after the grievance is presented. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, to the Director, and to the ASSOCIATION president. In the event of disciplinary actions less than a suspension from employment, there shall be no further appeal right, however, an employee shall have the right to submit a rebuttal letter which shall be attached to the discipline.

F. Step Three: Appeal to Director

If the action taken by Human Resources does not resolve the grievance to the satisfaction of the grievant, or his/her ASSOCIATION representative, such grievant may appeal in writing to the Director. Failure to file such an appeal within fourteen (14) calendar days from receipt of the written memorandum of Human Resource's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void. A hearing shall be conducted by the Director within fourteen (14) calendar days after the receipt of the request. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel and/or by a representative of his/her ASSOCIATION.

The Director shall take action on the appeal of the grievance within fourteen (14) calendar days after receipt of the appeal. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and to the ASSOCIATION president.

G. Step Four: Arbitration

The ASSOCIATION may, within fourteen (14) calendar days of the Step Three decision, demand arbitration in accordance with rules and regulations of the American Arbitration Association; provided, however, the American Arbitration Association does not have the right to appoint an arbitrator who is not mutually agreeable to the parties. When issued in accordance with these procedures, the opinion and award of the arbitrator shall be final and binding on the parties. Notwithstanding the above, the ASSOCIATION may immediately move to arbitration matters solely involving the terms of the contract and not involving the discipline of an employee, however, such demand for arbitration must be made within fourteen (14) calendar days after the ASSOCIATION became aware or should have become aware of the alleged violation of the AGREEMENT.

The arbitrator shall not have the power to add to, subtract from, or modify this AGREEMENT. The arbitrator has the authority to determine arbitrability if such an

issue exists. Cost for the services of the arbitrator, including per diem expenses and actual and necessary travel expense, shall be borne equally by the parties.

- H. A grievance may be withdrawn at any level without prejudice or record.
- I. Nothing in this procedure shall be construed so as to deny the grievant the right to seek redress by law after the grievance procedure has been fully utilized.
- J. An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel file.
- K. The grievant shall have the right to representation at each step of this procedure. However, the only organization that may represent employees under this procedure is the Washington-Centerville Public LIBRARY Staff Association/OEA/NEA.
- L. Employees disciplined, up to and including termination, during their probationary period, shall not have access to the grievance process to appeal such discipline.

Article 6 - Association Rights

- A. The ASSOCIATION shall have the following sole and exclusive rights:
 - To use bulletin boards in the employees' breakrooms for the posting of official ASSOCIATION announcements or bulletins.
 - To use the LIBRARY's USPS postal bin and the employee mailboxes.
 - To be given the names, addresses, phone numbers, email addresses, position, job title, job classification, and work site location of newly employed personnel within seven (7) calendar days of their start date.
- B. The ASSOCIATION shall have the same right to use library rooms and equipment as the public and that any supplies or out-of-pocket expenses in connection with such use will be supplied or paid for by the ASSOCIATION.
- C. The President, and/or designee(s), may meet with any other employee during their mutual breaks, lunch, and before and after the workday, on or in Library property.
- D. The President of the ASSOCIATION or his/her designee shall have the right to speak at Board meetings on any item of concern to employees to the same extent as members of the public.
- E. There will be no reprisals of any kind taken against any employee by reason of his/her membership in the ASSOCIATION or participation in any activities excluding illegal acts.

- F. Any employee shall have the right to ASSOCIATION representation at any meeting with management to the extent that such representation is required to be offered under the law. The employee's choice of representative will be from available employees. If the representative is working, or otherwise on duty, he/she will not lose pay.
- G. Management shall notify the employee, in writing, of his/her right to have a union representative present prior to any disciplinary meeting.
- H. Association Dues

The LIBRARY agrees to deduct ASSOCIATION dues for every employee who authorizes the LIBRARY to do so in writing, and to remit the dues to the ASSOCIATION Treasurer no more often than once per month, together with a list showing the names of the employees and the amount deducted.

Deductions shall be in twenty six (26) equal amounts each calendar year, beginning with the first pay in October. Any employee joining after the first payroll deduction period shall have the prorated dues, as designated/calculated by the ASSOCIATION, divided equally over the remaining pay periods.

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the LIBRARY Deputy Fiscal Officer. Dues deduction authorization may be revoked by an employee during a 30-day period, ending August 31, each year. Dues deduction authorizations not revoked during the 30-day period shall continue for a successive period of one (1) year. Written notices of revocation shall be served upon the LIBRARY Deputy Fiscal Officer and ASSOCIATION Treasurer by the employee.

The LIBRARY agrees not to honor any dues deduction authorizations executed in favor of any other labor organization.

The ASSOCIATION treasurer or designee will be notified within thirty (30) calendar days when a new employee is hired or when an employee resigns, retires, or otherwise leaves the employment of the Library.

- I. Fair Share Fee

Payroll Deduction of Fair Share Fee – LIBRARY shall deduct from the pay of all members in the bargaining unit who elect not to become or to remain members of the WCPLSA, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Deputy Fiscal Officer of the LIBRARY on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the LIBRARY agrees to promptly transmit all amounts deducted to the Association.

Schedule of Fair Share Fee Deductions

- 1) All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until 60 days after initial employment.
- 2) Upon termination of membership during the membership year - the Deputy Fiscal Officer of the LIBRARY shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

Transmittal of Deductions - The LIBRARY further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

Procedure for Rebate - The Association represents to the LIBRARY that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the LIBRARY for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 1) the LIBRARY shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;

- 2) the Association shall reserve the right to designate counsel to represent and defend the LIBRARY;
- 3) the LIBRARY agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- 4) the LIBRARY acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the LIBRARY if the LIBRARY intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

Nothing in this Article shall inhibit or interfere with the rights of any employee objecting to the payment of Association dues or fair share fees based on religious grounds. The rights of such employees shall be resolved under the provisions of Section 4117.09 of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.

Article 7 - Labor-Management Committee

- A. In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations and items of mutual concern.
- B. LMC meetings will be arranged by the WCPLSA President and Library Director, upon request by either party but shall not be held more often than quarterly. Neither party shall have more than three representatives, unless agreed by both parties.
- C. Arrangements for LMC meetings shall be made in advance and an agenda shall be presented in advance. Members of the bargaining unit shall not lose time or pay for time spent in LMC meetings.
- D. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify, or produce guidelines for implementation.
- E. No reprisals of any kind shall be taken against any employee participating in the activities of the Labor Management Committee.
- F. Employee Job Descriptions: The Director has developed job descriptions for all current jobs, which have been provided to the ASSOCIATION. Each employee shall

be entitled to receive a copy of the job description for his/her job classification and task list. It is the prerogative of the Director to develop new job descriptions for bargaining unit positions. Copies of job descriptions shall be provided to the ASSOCIATION President and to the affected employees. Any changes in job descriptions shall be distributed to the ASSOCIATION President and affected employees prior to implementation.

Article 8 - Seniority

A. System Seniority:

System Seniority shall be defined as the length of employment by a bargaining unit member with the Library computed from the bargaining unit member's earliest date of hire, without a break in service.

B. Job Classification Seniority:

Job Classification Seniority shall be defined as the length of employment by a bargaining unit member in a particular job classification, as computed from the bargaining unit member's most recent date of entry into such job classification within the particular department.

C. The Library agrees to maintain system and job classification seniority lists. The ASSOCIATION shall be provided copies for review no later than March 1 of each year. Any corrections for accuracy shall be submitted by March 31.

D. If seniority is equal for two (2) or more employees, the following shall be used to break the tie in the following order:

- 1) Date of hire by the LIBRARY;
- 2) Then by, date of Application;
- 3) Then by, length of time employed as a WCPL substitute prior to regular employment;
- 4) Then by, length of time previously in public sector employment;
- 5) Then by, tie broken by coin flip.

Article 9 - Probationary Period

There shall be a probationary period of six (6) months for employees newly hired by the Library. The Library may extend the probationary period for a period of three (3) months at its sole discretion.

Article 10 - Vacancy and Transfer

- A. When the Library authorizes the filling of a bargaining unit vacancy, it shall notify all members of the vacancy via email and post the vacancy on bulletin boards at each library location for a period of ten (10) calendar days.
- B. Members may submit a written letter of interest to Human Resources within ten (10) calendar days from the date of posting.

Article 11 - Corrective Action

- A. The Library agrees to apply progressive discipline when appropriate. The normal application of progressive discipline is one or more verbal warnings, one or more written reprimands, one or more suspensions prior to termination. The Library reserves the right to skip one or more steps depending upon the seriousness of the offense to move immediately to termination.
- B. Corrective action and/or discipline by the library, up to and including termination, shall be for just cause and not arbitrary and/or capricious. Corrective action and/or discipline is subject to appeal through the grievance process as described herein.

Article 12 - Professional Personnel Records

- A. Only work-related items will be maintained in the employee's personnel file. All official personnel records will be filed in the Department of Human Resources on a current basis. These personnel records shall be governed by Ohio Revised Code Section 149.43
- B. Each employee will have access to, and shall be entitled to a copy of, at the employee's expense, the contents of his/her own personnel file, with the exception of pre-employment references. This personnel file may be opened in the presence of a member of the Director's staff.
- C. An employee's personnel file and medical file shall be deemed confidential information and shall not be open to the public, except as provided by law.
- D. Other than with respect to pre-employment documentation, an employee will be notified when a document is placed in his/her file which the employee has not seen as evidenced by the employee's signature.
- E. Anonymous material shall not be placed in a personnel file.

Article 13 - Reduction in Force

- A. The LIBRARY reserves the right to determine when and how a layoff is conducted. The LIBRARY further reserves the right to determine whether, when and in what respect employees are recalled from a layoff.
- B. The LIBRARY will endeavor to give advance notice to employees affected by a layoff and will, when business conditions permit, provide fourteen (14) days' notice to both the affected employees and the Union. Upon receiving notice, the Union may solicit Union members to determine whether any employee not affected desires to be included in the layoff. If an employee so desires, the Union may contact the LIBRARY and provide that information, however, the LIBRARY maintains complete discretion as to how to proceed.

Article 14 - Evaluation

- A. All meetings and conferences relating to an employee's evaluation shall be conducted by a member of LIBRARY management, who shall not be a member of the bargaining unit. Evaluations shall be made available for employees to preview three (3) days in advance of meeting with supervisor.
- B. The evaluation shall be reviewed with the employee, with a copy given to the employee at the conclusion of the review. The evaluator and employee shall sign the evaluation document. The employee's signature does not constitute approval or disapproval, but only that the evaluation has been reviewed with the employee. An employee may present written comments, which shall be attached to the written evaluation document. In order to be included, written comments submitted by an employee must be provided to the LIBRARY within ten (10) business days of the evaluation.

Article 15 - Hours of Work

- A. The Library shall comply with the terms of the Fair Labor Standards Act and Ohio state law on the topic of hours of work and wages.
- B. If the employee requests, the employee may take flex time off in lieu of being paid at the hourly rate of one and one-half hours. Such flex time shall be granted on the basis of one and one-half (1.5) hours of flex time for each hour worked for which the one and one-half hour rate is to be paid. Flex time must be used within one (1) week of it being earned. An Employee shall be required to request the use of flex time before it is earned. When flex time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime.
- C. Sunday hours worked will be compensated at a rate of one and one half (1.5) hour of paid time or flex time for every hour worked.

- D. Employees not scheduled to work on Sunday who are called in to work shall be guaranteed a minimum of two (2) hours work and shall be compensated at the rate of one and one-half times their regular rate of pay.
- E. During each shift, employees working seven (7) or more hours per day shall be entitled to one paid 15-minute break before a one hour unpaid lunch/dinner break and one paid 15-minute break after lunch/dinner or the employee can combine the two (2) fifteen minute paid breaks into a thirty (30) minute paid lunch/dinner. Paid breaks cannot be used to extend lunch periods and cannot be used at the beginning or end of the workday to arrive late or leave early.

Employees who work at least four (4) hours but less than seven (7) hours shall be entitled to one (1) fifteen minute paid break per shift. The paid break cannot be used at the beginning or end of the workday to arrive late or leave early.

Lunch/dinner shall be scheduled during a mid-workday period.

Article 16 – Holidays

- A. The holidays granted without loss of pay to all employees shall be as follows:
 - New Year's Day
 - Martin Luther King Day (Floating Holiday)
 - President's Day (Floating Holiday)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day (Floating Holiday)
 - Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
- B. Employees scheduled to work after the library is closed to the public on New Year's Eve will be given the option to flex their schedule for that day.
- C. When a holiday, on which the library is closed to the public, occurs during the vacation of any employee, the said holiday shall not be counted as part of the vacation hours used by said employee.
- D. Any work performed on a holiday, other than those recognized as a floating holiday, shall be compensated at the rate of time and one-half pay for hours worked in addition to Holiday pay.
- E. In order to receive Holiday pay as described by this Article, Employees must work their last scheduled day before and their first scheduled day after the Holiday.

However employees on an approved vacation leave or previously approved and scheduled sick leave will be considered to have worked those days for the purpose of this Article.

Article 17 - Vacation

- A. New employees must work six (6) months and successfully complete their probationary period before becoming eligible for vacation. Upon completion of six (6) months, each new employee will be credited with vacation earned at the appropriate rate from the starting date of employment.
- B. For purposes of vacation, all staff will be credited with vacation at the following rates, effective upon the anniversary date of employment:
- | | |
|---------------------------------|----------------------|
| After six months of service: | One week vacation |
| After one year of service: | Two weeks vacation |
| After five years of service: | Three weeks vacation |
| After ten years of service: | Four weeks vacation |
| After fifteen years of service: | Five weeks vacation |
- C. Part-time employees who work regular schedules earn and use vacation at proportionate rates equal to their normal schedules. Extra hours worked by such part-time staff do not qualify them for extra vacation.
- D. Current vacation balances shall appear on each pay check stub for each employee.
- E. Former employees returning to work for the Library, after a break in service, shall receive credit for their previous service, rounded off to the closest year, in the computation of their vacation entitlement.
- F. By the first of the month before the anniversary date of starting employment, employees may choose to carryover up to one week of unused vacation leave to the next year. If employees do not use their vacation as provided in this Agreement, such vacation will be forfeited.
- G. Upon termination of employment for any reason other than for cause, employees will be paid at their regular, current rates for unused vacation time.

Article 18 - Calamity Days

- A. Delays in opening or emergency closing of the facilities of the Library will be solely determined by the Director and/or his/her designee. Such information will be reported to the staff at the first available opportunity.

- B. On any day the facilities are open, employees who are scheduled but unable to report to work due to weather conditions are required to contact the Employee Message Line forty-five (45) minutes before their scheduled starting time. Such employees shall be eligible to use vacation or floating holiday. If the employee has no accrued vacation or floating holiday, the time shall be considered time off without pay.
- C. Employees whose facility is closed due to any emergency or calamity and who are, or have been, required to report or who are sent home will be paid for their full day's pay. This section applies even if employees have previously called off because they were not able to report due to weather conditions.
- D. Due to the unpredictable nature of emergencies, best efforts will be taken to announce delays or closings at least one hour prior to the earliest report time.

Staff who subsequently do not report to work after a delayed opening has been announced by the Library, will not be paid for the hours that the Library was not open due to the delay. Such employees shall be eligible to use vacation or floating holiday. If the employee has no accrued vacation or floating holiday, the time shall be considered time off without pay.

Article 19 - Sick Leave

- A. Full-time employees shall earn sick leave at the rate of one hundred twenty (120) hours per year up to a maximum accrual of 480 hours.
- B. Sick leave accrual rates and ceilings for part-time employees are proportionate based upon their normal schedules.
- C. Sick leave must be earned prior to the pay period in which it was taken.
- D. Sick leave may be used under the following conditions:
Absence due to the employee's personal illness, injury, pregnancy, birth of a child, adoption of a child, exposure to contagious disease/illness that could be communicated to other employees, or for absence due to illness or injury in the employee's immediate family.
- E. Immediate family is defined as the employee's:
 - . Parents, step-parents and parents-in-law
 - . spouse
 - . children and stepchildren

Article 20 - Bereavement Leave

- A. Employees will receive five (5) days leave with pay for the death of a parent, stepparent, spouse, child, or stepchild. Three (3) days leave with pay will be

granted for other immediate family members including siblings, siblings-in-law, grandchildren, grandparents, grandparents-in-law, parents-in-law, or son/daughter-in-law. One (1) day leave with pay will be granted for other family members including aunts, uncles, cousins, nieces, and nephews. Such bereavement leave must be initiated within seven (7) days of the death and must be taken on consecutive days. In the event of a death occurring during military service, and when the funeral or memorial service is delayed because of such military service, the seven day period will run from the date of the scheduled funeral or memorial service.

- B. "Child" as defined above, is defined to include a son or daughter by birth or adoption, a foster child living in the same home, or a child for whom an employee is the legal guardian if the child is living in the same home.
- C. Bereavement leave does not count towards overtime.

Article 21 - FMLA

The Washington-Centerville Public Library will comply with the federal guidelines in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Article 22 - Jury Duty and Witness Duty

- A. Employees must notify their supervisors as soon as possible upon being called for jury duty/witness duty. Employees who are called for jury duty shall be paid full pay for the regularly scheduled hour of work missed as a result of serving on a jury, less any payment for which the employee is eligible as a result of being called for jury service. Court documentation is required when serving on a jury. An employee excused or discharged from court service with more than three (3) hours remaining before the end of the employee's scheduled work day will be expected to return to work.
- B. Employee who have been subpoenaed for witness duty will not be paid but may use accrued leave time for such absence, if such leave time is available.

Article 23 - Professional Development

- A. **Professional Affiliations**
 - 1. The Library may, at its discretion, pay for membership in professional associations for employees when the Library feels that such membership provides a direct benefit to the Library.
- B. **Attendance at Professional Meetings**

1. Staff members wishing to attend meetings, conferences and workshops sponsored by professional library-related organizations shall, if approved for attendance by the Director, be compensated for hours worked when attending such events.
 2. If approved by the Director, the Library shall pay the registration fees, travel, accommodations, per diem and meal expenses incurred by staff members attending conferences and professional library or library-related organizations in accordance with Library policy. Mileage shall be reimbursed at the IRS rate.
- C. **Required Training** Employees attending training required by the Library will be compensated for hours worked when attending such training. Any training required by the Library shall be paid for by the library. Ancillary costs such as travel and per diem will be paid consistent with Library policy for such training.

Article 24 - Sick Leave Bank

The Library will make the sick leave donation program available to all members of the bargaining unit on the same terms as the sick leave donation program is available to all other participating employees of the Library, including management. To the extent changes are made to the sick leave donation program, those changes will affect all employees, including management.

Article 25 - Salary

Effective April 1, 2017 all bargaining unit employees shall receive a 2% increase added to their base rate of pay.

Effective April 1, 2018 all bargaining unit employees shall receive a 2% increase added to their base rate of pay.

Effective April 1, 2019 all bargaining unit employees shall receive a 2% increase added to their base rate of pay.

An employee whose base wage is at the top of the wage range for their classification shall receive a lump sum payment equal to 2% of the employee's annual wage. This lump sum is payable on April 1, 2017, April 1, 2018 and April 1, 2019.

An employee whose base wage is less than 2% from the top of the wage range for their classification will receive the percentage increase added to their base rate which puts him/her at the top of their range and then receive the remaining of the 2% increase in a lump sum.

In no event shall the increase cause an employee to exceed the wage range of the employee's position.

Article 26 - Ohio Public Employees Retirement System

For the duration of this collective bargaining agreement, the Board shall continue the current practice of paying/"picking up" the OPERS employee-portion contributions.

Article 27- Insurance

The Library shall provide the eligible members the same insurance benefits, and at the same cost, as it provides insurance to other employees of the Library, including management.

Article 28 - No Strike-No Lockout

There will be no strikes of any kind against the LIBRARY, including sympathetic strikes, during this Agreement, whether for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any concerted activity or attempted concerted activity, which would interrupt or limit the performance of services. Neither the ASSOCIATION nor any employee will encourage, authorize, participate in, or condone any strike.

The ASSOCIATION will use its best efforts to prevent any violation of this Section and to terminate any violation should one occur. If a violation of this Section occurs, the ASSOCIATION will publicly denounce the strike, and will provide the LIBRARY with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the ASSOCIATION carries out its obligations under this Section, it shall have no financial liability for any such violation.

The Library shall have the right to discharge, demote, suspend, or in place of suspension to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this Section. Employees so disciplined shall have recourse to the grievance and arbitration procedure, but the discipline imposed shall not be overturned unless the employee is found innocent of any violations of this Section, and the arbitrator shall have no authority or jurisdiction to reduce or modify discipline, except upon such a finding of innocence.

If the LIBRARY claims a violation of this Section, written notice shall be given to the ASSOCIATION. The LIBRARY may request the American Arbitration Association to appoint, without the submission to either party of a list, an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to AAA, or as soon after that as possible. The parties may not file and

the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench, and if they find that this Section has been violated, they shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing with respect to the issue of damages, and to request post-hearing briefs on that issue.

The LIBRARY shall engage in no lockout during the term of this Agreement.

If the ASSOCIATION claims a violation of this Section, written notice shall be given to the LIBRARY. The ASSOCIATION may request the American Arbitration Association to appoint, without the submission to either party a list, an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to AAA, or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench, and if they find that this Section has been violated, they shall immediately issue an award prohibiting continuation or resumption of the lockout. The arbitrator shall have the authority to continue the hearing with respect to the issue of damages including but not limited to wages, attorney fees and fringe benefits, and to request post-hearing briefs on that issue.

Article 29 - Management Rights

This Article is intended to supplement the rights of management granted by the Ohio Revised Code to the LIBRARY.

The management and direction of the affairs of the LIBRARY are retained by the LIBRARY. Except as otherwise provided by this Agreement, this included, but is not limited to:

- 1) the selection, transfer, assignment, promotion and layoff of employees;
- 2) the discipline or termination of employees;
- 3) the making, amending and enforcing of reasonable work rules and regulations;
- 4) the securing of revenues of the Employer;
- 5) the exercise of all functions of government granted to the Employer by the constitution and statutes of the State of Ohio;
- 6) the determination from time to time as to what services the Employer shall perform;
- 7) the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures.
- 8) the purchasing and maintaining of equipment;
- 9) the determination of the number of hours per day or week any operation may be carried on;

- 10) the selection and determination of number of employees required;
- 11) the establishment and changing of work schedules and assignments;
- 12) the contracting for the performance of such work as the LIBRARY determines advisable and the taking of such other measures as the LIBRARY may determine to be necessary for the orderly and efficient operation of the LIBRARY; and,
- 13) the determination of the size and composition of the work force.

The LIBRARY retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

The LIBRARY shall not exercise these rights in violation of any Article in this Agreement and will not violate any applicable local, state or federal law, not in effect or that may become law during the life of this Agreement.

Article 30 - Duration

This contract shall be in effect upon member ratification and LIBRARY approval through October 31, 2019.

**FOR THE WASHINGTON-CENTERVILLE
PUBLIC LIBRARY**

**FOR THE WASHINGTON-CENTERVILLE
PUBLIC LIBRARY STAFF ASSOCIATION**

Tracy Stramen 1/27/17

Kim Ann Sgt. Paros 1.28.17

Margaret Robinson

Barbara B Demson

Joseph C. Fisher

Viola Cropper

[Signature]

Julie Kent

[Signature]