

Agreement

Between

The Gary Public Library

And

**Local 2760, Council 62 The American
Federation of State, County, and
Municipal Employees, AFL-CIO**

January 1, 2007

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GARY PUBLIC LIBRARY

Dated this 1st day of January, 2007.

PREAMBLE

In order to establish employee relations through a mutual process, to provide fair and equitable treatment of all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

GOAL

The Library and the Union agree that effective, efficient and uninterrupted library service to the community is their common objective.

Agreement

This Agreement made and entered into this 1st day of January 2007, by and between the GARY PUBLIC LIBRARY BOARD OF TRUSTEES, GARY, INDIANA, hereinafter referred to as the "LIBRARY" and AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES COUNCIL 62, AFL-CIO, for and on behalf of the GARY PUBLIC LIBRARY EMPLOYEES UNION, LOCAL 2760, hereinafter referred to as the "UNION".

Article I-Recognition

Section 1.1 Recognition.

The Library recognizes the Union as the sole and exclusive representation for all employees who work more than eighteen and three quarter (18.75) hours on a regular basis, with the exclusion of the Director, Assistant Director, Controller, Main Library Administrator, Collection Development Coordinator, all Department Managers including Circulation Manager, Reference Manager, Children's Services Manager, Extension Manager, Technical Services Manager, Facilities Services Manager, Branch Manager. Also excluded are Facilities Supervisors, Computer Technician Trainer, Payroll Specialist, and Administrative Assistants, to the Director and the Assistant Library Director. Part-time employees included in this section shall not be covered under those provisions covering employee benefits; all leave time, including, but not limited to sick, holiday, vacation or bereavement. Specifically, part-time

employees shall be covered by Articles I, II, III, V, VI, VII, VIII, IX, XI, XIII (excepting 13.4 and 13.9), 15.10, XVI, XVII XXI, XXII, XXIII, XXIV, XXVII, XXVIII, XXIX, XXXI, and XXXII.

Section 1.2.

This agreement is applicable to the employees of the Gary Public Library as noted in the job classifications in Exhibit A who are members of the unit described in Section 1.1.

Section 1.3 New Classifications.

In the event the Library determines to create a new job classification or abolish, merge, or change existing classifications/jobs, within the unit during the term of this agreement, the Library shall notify the Union at least thirty (30) calendar days prior to the change. The Union will be allowed during those thirty (30) calendar days the opportunity to discuss for the purpose of assessing the appropriateness of classification, pay and other factors with the Library the proposed change before a final decision is made. If the Library determines the new position is not of a kind or nature that is governed by this agreement, the Union may challenge such determination by submitting the issue directly to arbitration.

Section 1.4 Management Rights.

The Union recognizes that the Library reserves full right, responsibility, and authority to manage and direct all the operations and activities of the Gary Public Library provided that such rights, responsibilities and authority shall be in conformity with the provisions of this agreement, and state and federal law.

Section 1.5 Union Orientation

When the Library conducts an orientation program for new employees in the bargaining unit covered by this agreement, the union president, or designee, shall receive advance notice and be afforded the opportunity to make a presentation, respond to questions and distribute a packet of informational material approved by the Library Director. In the event notification is not given or an orientation is not conducted the local union president shall be afforded an alternate opportunity to meet with new employee on an individual basis.

ARTICLE II-Non-Discrimination

Section 2.1 Prohibition Against Discrimination.

To the full extent required by applicable law, there shall be no discrimination by the LIBRARY, UNION or EMPLOYEES on the basis of age, ancestry, color, disability, domicile, national origin, political preference, race, religion, sex or sexual preference.

Section 2.2 Union Activity.

Neither the LIBRARY nor the UNION shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

Section 2.3.

Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

Section 2.4

The Library agrees not to prohibit bargaining unit employees from holding second jobs outside the Library as long as the second job does not interfere with the employee's Library duties. Those employees who do have other employment will not be discriminated against by the Library. Nothing in this provision shall require the Library to arrange an employee's work hours around a second job or allow a current employee to obtain a second job which interferes with their Library duties. Existing arrangements prior to the enactment of this agreement shall be continued.

ARTICLE III-Library Personnel File

Section 3.1.

All Library personnel files shall be maintained in Administrative Services and made available for the employees' inspection upon written request on a standardized form. The file will be made available within two business days after the request for the employee's review. The review of the file shall take place in an appropriate area in Administrative Services and in the presence of a non-bargaining unit staff member. The personnel file of each employee (date of hire, classification, performance appraisals, etc.) shall be held in strict confidence, with the exceptions noted below, for the Employee and the Library. Authorized persons who may have access to this file are the employee, an authorized representative of the employee designated in writing by the employee, the Director and the Library.

Section 3.2.

Employees may submit documents for placement in their personnel file to the Assistant Director, to be forwarded to the director if the documents relate to their job performance and relevant non-work accomplishments. All such items will be initialed by the employee, by the supervisor, and the Director. The Director shall determine what non-work accomplishments are relevant for the purpose of this section.

Section 3.3.

References to prospective employers regarding the employee or employee's job performance shall be given only with the written consent of the employee as provided by law.

Section 3.4.

Except under binding legal process, the Library shall not furnish information on any employee to any government or private agency without the prior knowledge and consent of the employee, unless such agency is a prospective employer, in which case the provisions of Section 3.3 shall apply.

Section 3.5.

The Library will verify the fact of employment upon request. Informational requests from banks and other credit institutions shall not be answered, with the exception of dates of hire and salary range, unless authorized in writing by the employee.

Section 3.6.

Employees who have been assigned to temporary duties outside their job classification shall have that fact noted in their personnel file, if they so choose, as evidence of their abilities, and this information may be used to demonstrate such ability in question of promotion. Nothing in this provision shall require the Library to hire the employee if a vacancy occurs.

Section 3.7.

Material will not be added to the personnel file of any employee without that employee's initials and a copy of the material being given to the employee. In the event of an employee's refusal to sign the document, the Library shall have the right to place the document in the file after noting the employee's refusal to sign.

ARTICLE IV-Performance Evaluation

Section 4.1.

Written evaluations of a non-probationary employee's job performance shall be prepared at least annually by April 30th of each year, unless the employee and the designated supervisor agree upon an extension of time. Any extension must also be approved by the Library Director. The evaluation, accompanied by an interview, shall be performed by the designated supervisor. The supervisor shall take into consideration the workload during the evaluation process. During the evaluation interview, the supervisor will counsel the employee regarding any specific corrective action required, giving the employee the opportunity to correct or respond to the problem. Performance evaluations shall be subject to the grievance procedure through Step Three.

Section 4.2.

An employee's signature shall signify only that the employee has been given their performance evaluation; the employee's performance evaluation may not be altered subsequently without the employee's review.

Section 4.3.

Within ninety (90) days, if any specific problems mentioned in the performance evaluation are corrected to the supervisor's satisfaction, a notice stating such shall be placed in the employee's personnel file. If the problem is not corrected, the employee is subject to progressive discipline up to and including discharge.

ARTICLE V-Probation

Section 5.1 Probationary Period.

Employees with less than ninety (90) consecutive days of employment shall be probationary employees and may have their employment terminated by the Library Board of

Trustees upon the recommendation of the Director at the Library's sole discretion. The discipline of or termination of a probationary employee's employment status with the Library shall not be subject to the grievance procedure provided for in this collective bargaining agreement.

Section 5.2 Seniority.

There shall be no seniority among probationary newly hired employees nor shall a newly hired probationary employee be entitled to the benefits provided for in this collective bargaining agreement, with the exception of health and life insurance coverage. Upon the successful completion of the probationary period, the employee shall obtain and receive all benefits normally afforded to an employee, including seniority.

Section 5.3 Employees Not Meeting Requirements for Positions.

This provision shall not apply to individuals in their probationary status at the effective date of this contract. Any employee who has completed ninety (90) consecutive days of satisfactory service on the effective date of this agreement shall be deemed to have completed their probationary period. Employees hired after January 1, 2000 in positions which require a stipulated education or certification shall take the required classes or undergo the necessary examinations to meet the position requirements on their own time and at their expense. However, the Library will arrange work schedules so the employee can attend the classes or examinations as long as the education or certification will enhance their eligibility for their current job or a job for which the employee may be eligible. A plan to meet the position requirements within a reasonable period of time shall be developed between the employee and the supervisor. The plan shall be forwarded to the Director and the Library Board of Trustees for approval.

ARTICLE VI-Discipline

Section 6.1.

The Library agrees with the tenets of progressive and corrective discipline to improve the employee's behavior and/or performance and to discipline employees. Maintenance of discipline is the sole and exclusive responsibility of the Library. Non-probationary employee(s) shall be disciplined or discharged only for just cause and in a timely manner.

Section 6.2 Manner of Discipline.

If a supervisor or an administrator has reason to discipline an employee, it shall be done in private and not before other employees or the public.

Section 6.3.

If an employee is requested to attend an investigative meeting called by a supervisor or the Director which may lead to discipline, said employee shall be informed of his/her right to have a Union representative present at such meeting. The employee, their representative or the Library will also have the right to record the above meetings or any subsequent disciplinary meetings.

Section 6.4.

In all disciplinary proceedings, either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be denied without good cause.

Section 6.5.

A form to record disciplinary action is attached to the collective bargaining agreement as Exhibit "B".

Section 6.6.

Any written reprimand over twenty-four months old and any suspension over thirty-six months old shall not be considered or referenced in subsequent disciplinary actions unless any subsequent disciplinary action is for the same reason.

ARTICLE VII-Grievance Procedure

Section 7.1.

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of employment.

Section 7.2 Definition.

Grievances are defined as disputes arising between the Library and an employee covered by their Agreement or between the Library and the Union which concerns the interpretation, application or claim of breach or violation of this Agreement, and Library policy.

Section 7.3.

A grievance may be submitted by one or more employees or by the Union on behalf of one or more employees. The employee is entitled to Union representation at each and every step of the grievance procedure.

Section 7.4 Conditions of Use.

This Grievance Procedure shall be the exclusive method for resolution of disputes between an employee or the Union and the Library of all claims of breach and/or violation of the Agreement and Gary Library Personnel Rules.

Section 7.5.

Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraints, interference, coercion, discrimination or reprisal.

Section 7.6 Grievances - Due to Suspension or Termination.

Grievances regarding suspension or termination shall be filed at Step 2 of the grievance procedure within seven (7) working days of notification of termination or suspension.

Section 7.7 Grievances - Class Action.

A general or class action grievance may be filed by the Union on behalf of the bargaining unit at Step 2 of the Grievance Procedure within seven (7) working days of the subject matter becoming known to the Union.

Section 7.8 Grievances - Time Limits.

Failure of the employee or the Union to comply with the time limits under this Article renders the grievance void and terminated. Failure of the Library to comply with the time limits constitutes a waiver of that response, and the employee or the Union may appeal to the next step. Time limits specified in this Article may be modified by mutual written agreement of the parties involved.

Section 7.9 Step One - Supervisor.

A. A complaint shall be initiated as soon as possible after the occurrence of the act or complained of condition and no later than seven (7) working days from the date the employee becomes aware or, by the exercise of reasonable diligence, should have been aware of the occurrence giving rise to the complaint.

The complaint shall be initiated by a discussion between the employee, with or without a Union representative at the employee's discretion, and the employee's immediate supervisor or the supervisor directly involved in the issue in dispute, except as provided in Section 7.6.

C. A settlement at Step One shall be informal.

D. The supervisor shall render an oral response within five (5) working days from the date the discussion was held.

E. The supervisor and grievant shall verify in writing, on a conference sheet, an example of which is attached as Exhibit "C", the date the oral discussion was held and the date the oral response was given.

F. If a mutually satisfactory settlement has not been made, a grievance may be submitted at Step Two.

Section 7.10 Step Two.

If the grievance has not been resolved to that employee's satisfaction, it may be presented to the Director. That employee's request shall be submitted in writing within twelve (12) working days of receipt of the supervisor's decision. Within twelve (12) calendar days of the receipt of the employee's request, the Director shall meet with the grievant and Union representative to discuss the grievance after which the Director shall provide a written answer to the Union representative stating the Library's decision regarding the grievance within seven (7) working days.

Section 7.11 Step Three.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to the Board of Trustees of the Gary Public Library within seven (7) working days after receipt of the Director's answer in Step Two. The Board of Trustees of the Gary Public Library shall meet with the grievant and union representative to consider the grievance no later than thirty (30) working days after the Director's response. The Board of Trustees shall advise the Union within seven (7) working days after receipt of the Director's response of the third step meeting date. Within seven (7) working days after the Board of

