

CLEVELAND PUBLIC LIBRARY

Finance Committee

October 14, 2014

RESOLUTION FOR RATIFICATION OF AGREEMENT WITH CITY, COUNTY, WASTE PAPER DRIVERS UNION LOCAL 244 AND TO EXTEND LOCAL 244 WAGE AND BENEFIT PACKAGE TO NONUNION EMPLOYEES

WHEREAS, The Cleveland Public Library (“CPL”) and City, County Waste Paper Drivers Union Local 244 (“Local 244”), are parties to a collective bargaining agreement which expired on December 31, 2013 but which has been extended until completion of collective bargaining negotiations; and

WHEREAS, CPL and Local 244 engaged in collective bargaining negotiations and have arrived at a tentative agreement; and

WHEREAS, The tentative agreement was ratified by Local 244 members on October 3, 2014; and

WHEREAS, The tentative agreement provides, among other things, that wages will be increased by 2% in 2014 (retroactive to December 29, 2013), 2% in 2015, and 2.5% in 2016; and

WHEREAS, Effective December 31, 2014, Medical Mutual’s Premier health care plan will no longer be available to Local 244 members. All members will transfer to Medical Mutual’s Standard health care plan. CPL will also provide an Essential and Basic health care plan through Medical Mutual; and

WHEREAS, Those employees transferring from the Premier plan to the Standard plan, the Essential plan or the Basic plan, or from the Standard plan to either the Essential or Basic plans, will receive a one-time \$1,000 bonus if currently enrolled in the Family Premier plan, or \$500 bonus if currently enrolled in the Single Premier plan, payable no later than January 31, 2015; and

WHEREAS, Any employee who elected to switch from the Premier plan to the Standard plan during the open enrollment period dated September 15 through September 20, 2014, will be deemed eligible for the one-time bonus as described above; and

- WHEREAS,** The Library will assume the first 5% of increases in health care premiums for the life of the contract. Any increases over 5% will be split equally between the Library and the Union members; and
- WHEREAS,** Covered spouses under the Library's health care plan will be added to the current Wellness Program in 2015; and
- WHEREAS,** The Library will provide a basic short-term disability plan with an employee option to buy additional coverage; and
- WHEREAS,** The Library will provide a \$5,000.00 retirement buyout to employees who submit appropriate paperwork from October 3, 2014 through October 31, 2014 and who will retire by November 30, 2014; and
- WHEREAS,** The workweek for the Safety and Protective Services Department will move from a standard 37.5 hour work week to a standard 40 hour work week, applicable to both union and non-bargaining unit personnel within the Safety and Protective Services Department, effective with the first full pay period of January, 2015; and
- WHEREAS,** The Library will provide bullet-proof vests for all union and non-bargaining unit-employees in the Safety and Protective Services Department; and
- WHEREAS,** All other non-financial negotiated items and contained in the tentative agreement shall be deemed accepted by the Board; and
- WHEREAS,** All non-bargaining unit Library employees shall be extended the wages and benefits herein described with the exception of the 40 hour workweek provision and the bullet proof vests; and
- WHEREAS,** Non-bargaining unit employees must submit appropriate paperwork between October 16 and November 30, 2014 and retire by December 27, 2014 to be eligible for the \$5,000.00 retirement buyout; now therefore be it
- RESOLVED,** That the Cleveland Public Library Board of Trustees ratifies the tentative agreement between City, County, and Waste Paper Drivers Union Local 244 and the Cleveland Public Library as described in this Resolution; and be it further,
- RESOLVED,** That this Board approves the extension of the wages and benefits package, subject to the exceptions described in this Resolution, to the non-bargaining unit members of the Library outside the Department of Safety and Protective Services; 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, City, County & Waste Paper Drivers Union Local 244 and the Cleveland Public Library, and to extend the wage and benefits package to non-bargaining unit employees.

Final Tentative Agreement
Local 244/Cleveland Public Library
September 26, 2014

The following terms and conditions are hereby agreed by and between Library and Local 244 to move forward to present for ratification. The following terms and conditions are herein shall become effective upon Union membership and Board of Trustee's ratification:

Retirement Buyout: \$5,000 buyout for retirees who submit paperwork by end of October 2014, and must be retired by November 30, 2014.

- **Article 28: Hospital and Major Medical Insurance:** Move all employees to the Standard healthcare plan
 - Eliminate current Premier (Gold) plan
 - Introduce essential and basic health plan
 - Introduce short term disability plan
 - Add spouses to Wellness Program

- **Article 29: Wages and Benefits:** With the elimination of the Premier (Gold) plan and as stipulated in Article 28 above with:
 - Medical Mutual Revised Plan:
 - Employees will receive 2%, 2% and 2.5% to their base salary
 - 2014 will be retro to December 29, 2013
 - Effective date of healthcare changes will be January 1st, 2015
 - Employees will receive a one-time lump sum bonus (taxable) no later than January 31, 2015 as follows:
 - Employees currently enrolled in the Family Premier Plan - \$1,000
 - Employees currently enrolled in the Single Premier Plan - \$500
 - Any employee who was on premier and switched to Standard Plan effective 10-1-14 will be eligible according to the above stipulation

- **Healthcare Premium:** Effective January 1st, 2015 the library will pay the first 5% of increase in premiums per year for the life of CBA; increases in excess of 5% will be split equally between the Library and the employee

- **Article 14: Hours of Work and Overtime:**
 - Section 2 and 4: Effective upon ratification a 40 hour work week with .30 minutes lunch shall be implemented with first full pay period of January of 2015

- Remove section D language
- **Article 18-Sick Leave:**
 - Add Sick Leave Contribution Language:

VOLUNTARY SICK LEAVE CONTRIBUTION

Employees who are not on an absence abuse list shall be entitled to voluntarily contribute earned but unused, accumulated paid sick leave for the use of another bargaining unit employee who must have exhausted his own sick leave, vacation and personal leave. The following conditions shall apply:

[a] An employee may contribute up to a maximum of forty (40) hours per calendar year of his/her accumulated paid sick leave but must retain at least one hundred (100) hours of accumulated leave after any contribution. Sick leave may be contributed in not less than eight (8) hour increments. The employee so contributing his paid sick leave shall have such contributed time deducted from his accumulated sick leave balance.

[b] Any agreement to contribute must be in writing and signed by the contributing employee and his Union representative and subject to final approval by the Library's Human Resources Department. A copy of the agreement will be placed in each employee's file.

[c] The voluntary sick leave contribution language shall be agreed to by both parties for the duration of the extant agreement.

[d] As appropriate, the Library will designate an employee's use of paid and unpaid time as Family Medical Leave consistent with the Family Medical Leave Act and sick leave and leave of absence policies.

- **Article 20: Family and Medical Leave:**
 - Remove actual FMLA policy language and replace with: As appropriate, the Library will observe compliance with the Family Medical Leave Act.
 - Retain sections 2, 3, 5, 6, D, E, F, G, and H.
- **Article 23 Driver's Record Check Procedures for Library Staff:**
 - Change from annually to quarterly driver's license check
- **Article 25: Discipline**
 - Discipline-Reduce 30 months to 24 months
- **Article 32: Uniforms**
 - The Library shall provide bullet proof vests for all bargaining unit employees.
- **Article 12: Layoff and Recalls**
 - Section 4: Increase from twelve months to eighteen months.

- **Article 6: Dues Deduction**
 - Add following language: The Library shall deduct an initiation fee of \$50.00 two times for a total of \$100.00 from each employee's pay provided that such employee has completed and signed a dues authorization form which makes reference to the initiation fee.

- **Article 13: Bid Procedure - Removing location from bid process**
 - Eliminate Branch Patrol post
 - Eliminate the following shifts: 1:15 a.m. to 9:45 a.m. and 4:45 p.m. to 1:15 a.m.
 - Eliminate Sunday and Holiday coverage
 - Section 2: Reduce Bid procedure application timeframe from fifteen (15) days requirement to seven (7) days
 - Introduce rotational schedule (removing Appendix A)
 - The schedule changes will not be implemented upon ratification
 - Employees will be given a 60-day notice prior to the new schedule taking effect
 - Schedule changes will be implemented in 2015
 - Parties agree that any issues with the schedule shall be promptly addressed through the LMC process

- **Article 14: Hours of Work and Overtime**
 - Section 6: Remove A & B (Sunday hours)
 - Section 5: Modify existing language to address changes in Article 13 above: Current language is as follows:
 - All hours of work and shift schedules shall be established by the parties and said shift and hours of work shall be maintained for the duration of the Agreement, subject to the provisions of Article 13, Section 2, and Section 9 of this Article 14. The hours of work and shift schedule established by the parties are set forth in the Schedule, attached as Exhibit A. The slots in the Schedule are hours and days off, provided however, that the Library reserves the right to adjust work locations of each slot in accordance with its operational needs and availability of Safety and Protective Services Officers.

- **Compensatory Time:** Add following language to overtime:
 - The parties agree to modify the overtime provisions of the contract to allow employees to elect to receive compensatory time at the rate of one and one-half (1 1/2) times the actual hours worked in excess of forty (40) in one (1) week in lieu of cash payment.
 - No employee will be permitted to accumulate in excess of forty (40) hours of compensatory time.
 - Accrued compensatory time for said employees shall not be forfeited at any time.

- For all hours worked after said employees have accrued the maximum number of compensatory time hours allowed by this agreement, employees shall be entitled to overtime compensation payment at the rate of one and one-half (1 1/2) times their regular rate of pay. Payment shall be included in the employees regular pay check.
- Use of compensatory time must have prior approval of the manager or designee. Requests to use compensatory time shall be granted based upon Library seniority guidelines consistent with operational requirements.
- **Article 18: Sick Leave**
 - Section 2: Effective 30 days after ratification, employees would be required to call-off 2 hours prior to beginning of shift
- **Appendix A - Volunteer Greeter:** Remove
- Address through LMC the following issues within 90 days upon ratification:
 - Explore Pepper foam or similar type of protective device
 - Exploring ability to incorporate issuance of boots as part of uniform
 - Duties of Lead Worker
 - Good Attendance Incentive

For the Union:

For the Library:

September 26, 2014