

AGREEMENT BETWEEN

WORTHINGTON LIBRARIES

AND

**WORTHINGTON PUBLIC LIBRARIES UNITED, OHIO FEDERATION OF TEACHERS,
AMERICAN FEDERATION OF TEACHERS**

EFFECTIVE

JANUARY 1, 2026


THROUGH

DECEMBER 31, 2028

In Witness Whereof, the parties have hereunto set their hand this 16th day of December 2025.

For Worthington Libraries:

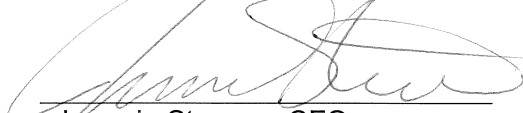
For Worthington Public Libraries United:



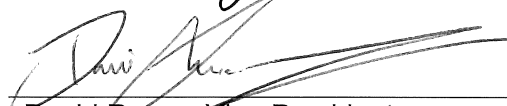
Lauren Robinson, Director/CEO




Libby Vasey, President




Jeremie Stevens, CFO




David Reyes, Vice-President



Jade Braden, Secretary



David Soulen, Treasurer



Keenan Blanke, Lead Building Representative

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ARTICLE 1: UNION RECOGNITION

Section 1.1. Parties: This Agreement is made by and between the Worthington Libraries (hereinafter “the Library” or “Employer”) and Worthington Public Libraries United (hereinafter “WPLU” or “Union”), the exclusive representative of covered employees.

Section 1.2. Recognition: The Employer hereby recognizes Worthington Public Libraries United as the sole exclusive representative as certified by the State Employment Relations Board in case number 2021-REP-06-0058.

Included in the bargaining unit are employees in the following classifications: Cataloger, Circulation Aide, Circulation Assistant, Communications Specialist, Graphic Designer, Librarian, Library Associate, Social Media Coordinator, Storytime Associate, Technical Services Aide, Technical Services Assistant, Technical Services Specialist, Trainer, Volunteer Coordinator and Web Developer. See Appendix A for Certification of Mail-Ballot Election Result and of Exclusive Representation.

Excluded from the bargaining unit are employees in the following classifications: All positions not expressly listed as included, including all supervisory positions, including the following titles: Administrative Assistant (when performing Administrative Assistant duties full-time), Chief Executive Officer (hereinafter CEO), Chief Fiscal Officer (hereinafter CFO), Circulation Team Leader, Computer Systems Analyst, Director, Facilities Team Leader, Human Resources Coordinator, Lead Librarian, Manager, Materials Selector, Outreach Services Coordinator, Staff Development Coordinator, Systems Administrator, and; all confidential employees, including the following titles: Custodian, Executive Assistant and Finance Specialist.

ARTICLE 2: UNION RIGHTS

Section 2.1. Authorized Agents: The Union will provide the Employer with a list of its elected officers, building representatives, and OFT representative(s) and update such list as necessary, which shall be submitted to the Human Resources Director. The Employer will recognize the officers, building representatives, and OFT representative(s) as an authorized agent(s) of the Union.

Section 2.2. Bulletin Boards, Email Accounts, Hand Billing, and Mailboxes: Authorized agents of the Union may provide official Union notices and information to bargaining unit members via their employee email and on-site mailboxes. The Employer agrees to provide and designate a bulletin board in a non-public location agreed on by the parties for the Union’s communication of official Union notices and information to bargaining unit members. Bulletin boards may not be used for communications or announcements that are personal, political or partisan, or for non-union related elections.

Section 2.3. Union Meetings and Employer Facilities: The Union may schedule meetings at Library facilities during open hours in accordance with the same rules and regulations as apply to other public groups. Union members may attend these meetings only on off-duty time. The Union may also use a Library meeting room before or after public hours up to twelve (12) times each year for meetings; in addition, a ratification meeting may be scheduled when needed. The meetings will be scheduled through the Human Resource Director by a designated Union

103 Representative. Scheduling will include designation of a staff member who will be responsible for
104 security and closing the building when the meeting is over. The Union is permitted to use the
105 Employer's facilities, which may include staff conference rooms for private meetings for such
106 Union meetings with notice to administration, so long as the meeting does not conflict with a
107 previously scheduled event or otherwise disrupt or impede operations at the library building where
108 the meeting is held. Non-employee Union representatives may attend Union meetings as
109 identified in this section.

110
111 **Section 2.4. New Employee Meeting:** Within three weeks of the hire date of a new bargaining
112 unit employee, the Library shall permit a designated Union representative time in the newly hired
113 employee's work schedule to meet with that employee for up to thirty (30) minutes without loss of
114 pay for that newly hired employee. With prior notice to the manager, the Union representative
115 shall be provided up to thirty (30) minutes of paid release time for each such meeting. A new
116 employee may choose to opt out of or refuse to attend this meeting.

117
118 **Section 2.5. Dues Checkoff:** The Employer agrees to deduct from the wages of a bargaining
119 unit member all initiation fees and dues in equal amounts each payroll period and remit all such
120 dues deducted to the Union on a monthly basis upon written authorization by said bargaining
121 unit member. The Employer shall transmit such information electronically in a common,
122 commercially available electronic format and shall include the worker's full name, wage rate and
123 hours paid per week.

124
125 **Section 2.5.1. Authorization Cards:** The Employer will deduct dues from the pay of
126 employees who are members of the Union upon receipt of written authorization cards.
127 Authorization cards should be submitted to the Human Resources Director. This
128 authorization shall remain in effect from year to year until revoked in writing by the
129 bargaining unit member. Written notice for the purpose of revoking dues must have the
130 signature of the bargaining unit member and will be effective thirty (30) days after delivery
131 to the Employer. The Employer shall notify the Union upon receipt of such notice. Such
132 revocation is only effective if received by the Human Resources Director during the month
133 of December. The Union shall notify the Employer of any changes in the amount of dues
134 to be deducted.

135
136 **Section 2.5.2. Cessation of Deductions:** The obligation of the Employer to make such
137 deductions shall cease when the employee:

- 138 1. Resigns or is separated from employment;
- 139 2. Is laid off from employment;
- 140 3. Is on unpaid leave of absence when the dues deductions would otherwise be
141 made;
- 142 4. Is no longer employed in a bargaining unit position;
- 143 5. At any time when dues are otherwise due, fails to receive sufficient wages to make
144 all legally required deductions in addition to the deduction of union dues.

145
146 The Employer shall notify the Union when such pause/non-payment of dues occurs and
147 the reason for the pause/non-payment.

148
149 **Section 2.5.3. Indemnification:** The Union agrees that it will indemnify and save the
150 employer harmless from any action growing out of these deductions and commenced by
151 an employee against the Employer. The Union assumes full responsibility for the
152 disposition of the dues deducted once they have been turned over to the Union.

154 **Section 2.6 Release Time**
155

156 The Union President, or designee, may be released up to two hours per month, with prior
157 supervisor approval, to meet with an employee to address workplace issues. The job
158 responsibilities of their position description are the priority.
159

160 Conversations with management do not count towards the two hours per month.
161

162 The Union President may request additional time from the Director/CEO or designee. The request
163 must be made via email to the Director/CEO or designee.
164

165 **Section 2.7. Union Conventions:** Up to four (4) members of the Union who are delegates or
166 appointees to the conventions of the Ohio Federation of Teachers, American Federation of
167 Teachers, shall be permitted to utilize floating holiday and vacation leave for a total of three (3)
168 days leave each per convention, to attend such function. The Union President may take up to
169 three (3) days of paid time per calendar year to attend union conventions/conferences with prior
170 approval of the Director/CEO or their designee. These three (3) days shall be in addition to any
171 other accrued leave. The Employer will not be responsible for the cost of food, lodging,
172 transportation or any fees connected with the conventions.
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175 **ARTICLE 3: MANAGEMENT RIGHTS**
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177 **Section 3.1. Management Rights:** The Employer reserves and retains solely and exclusively all
178 its legal rights to manage the operations of the Library system as such rights existed prior to the
179 execution of this Agreement, excepting solely such modifications as are made by the express
180 provisions of this Agreement. The rights of the Employer shall include, but shall not be limited to,
181 the right to determine the facts which are the basis of management decisions; to establish, change
182 or abolish policies, practices, rules, or procedures for the conduct of the Employer's operations,
183 its employees and its service to the citizens using the facilities and services of the Library system,
184 and including but not limited to the following:
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- 186 1. To determine matters of inherent managerial policy which include, but are not limited to, areas
187 of discretion or policies such as the functions and programs of the library system, standards
188 of services, its overall budget, utilization of technology and organizational structure;
189
- 190 2. To select and determine the number and types of employees required; to manage and direct
191 its employees, including the right to select, hire, promote, transfer, assign, supervise,
192 evaluate, retain, reward, lay off and recall, or to discipline, up to and including termination, for
193 just cause and to relieve employees from duty in accordance with the Employer's operational
194 needs;
195
- 196 3. To determine when a job vacancy exists, the duties and qualifications to be included in all job
197 classifications, and standards of quality and performance to be maintained by the employees
198 of the system; Maintain and improve the efficiency and effectiveness of the Library's
199 operations;
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- 201 4. To determine the overall methods, process, means or personnel by which library operations
202 are to be conducted, the right to manage and determine the location, type and number of
203 physical facilities, equipment, programs and work to be performed;

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5. To determine the size, composition and adequacy of the workforce, to establish, alter or change work schedules, to determine the necessity for overtime and any amount required thereof; to establish, modify, consolidate and to determine staffing patterns, including but not limited to, the assignment of employees, qualifications required and areas worked;
6. To determine the overall mission of the Library system;
7. To take actions to carry out the mission of the Library;
8. To determine and from time to time re-determine the number, locations and relocations and types of its employees, or to discontinue any location and number of employees; and to manage and maintain the facilities including but not limited to, grounds, roadways, buildings, and other property owned and/or operated by the Library;
9. To promulgate and enforce Employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management, provided such rules or regulations are not inconsistent with the term of this Agreement;
10. To maintain the security of records and other pertinent information in accordance with law; and
11. To determine and implement necessary actions in emergency situations.

Section 3.2. Reservation of Rights: In addition, the Union and the employees agree that the Employer hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed or invested in it by the Laws and Constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the express, written terms of this Agreement

ARTICLE 4: WORK RULES AND POLICIES

Section 4.1. Responsibility: The Union recognizes the authority and responsibility of the Employer to promulgate work rules, policies, standards of conduct, and directives for the operation of the Library system, provided such work rules, policies and standards of conduct are not inconsistent with the terms of this Agreement. The parties also recognize that all employees are subject to and responsible for adhering to the work rules, policies, standards of conduct, and directives included in Board policies and the Personnel Policy Manual (PPM).

Section 4.2. Notification: The Employer agrees that new or revised work rules and directives shall be made available first to the Union and the members at least seven (7) days in advance of their implementation except in case of emergency where notice will be made as soon as is reasonable. The Employer shall make available on the Library's Intranet, the work rules, policies, standards of conduct, and directives.

Section 4.3. Emergencies: The parties recognize that all rules and all provisions of this Agreement are subordinated to, but not voided by, emergency situations as those may occur.

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ARTICLE 5: NO STRIKE/NO LOCKOUT

Section 5.1. No Strike/No Lockout: Bargaining unit employees shall not be locked out of work, and neither the Union nor any of its members may strike the Employer during the term of this Agreement or any extension thereof. No strike shall be conducted by the Union or any of its members without first giving the Employer ten (10) calendar days' notice required by the provisions of the Ohio Revised Code 4117.14. For this agreement, the definition of "Strike" set forth at Ohio Revised Code 4117.01(H) shall apply.

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ARTICLE 6: LABOR-MANAGEMENT COMMITTEE

Section 6.1. Labor-Management Committee: The Union and the Employer will jointly establish a committee for the purpose of discussing issues and concerns, including issues involving health and safety of employees while working, study problems, and explore remedies to facilitate communication between the Employer and the Union in the hope of fostering a mutually beneficial relationship. The Committee will be made up of three (3) Directors, or their Designees, and up to three (3) bargaining unit members as chosen by the Union. The Union will designate one Committee member as liaison. The Committee will meet once per month, during a time that is mutually acceptable to both parties. Union members attending Committee meetings shall attend on paid working time if it coincides with their schedule(s). The Union liaison and an Employer representative will mutually establish an agenda for the Committee meetings.

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ARTICLE 7: GRIEVANCE PROCEDURE

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Section 7.1. Definitions: The grievance procedure is recognized as an efficacious means of resolving conflicts and finding solutions to problems.

A "grievance" is defined as any disagreement regarding the application or interpretation of, or any alleged violation of any article, section, or provision of this Agreement.

A "grievant" is defined as any bargaining unit member, group of members, or the union itself, that alleges a grievance.

A "class grievance" is defined as a grievance which is presented by or on behalf of two or more employees involving a problem common to the group grieving. If a class grievance is filed, all adversely affected members must be identified by name or sign the grievance when the grievance is filed. All grievants will be bound by the outcome of the grievance.

A "day" is defined as a calendar day, not including any days in which the library is closed.

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Section 7.2. Time Limits: It is the intention of the Employer and the Union that all time limits in the grievance shall be met. Any step in the grievance procedure may be skipped on any grievance by mutual, written consent of the grievant, Union representative, and Library representative. In the absence of such mutual agreement, in the event that a grievant or the Union fails to appeal to the next step, the last response received shall be deemed to be the final adjustment of the grievance. In the event of a failure of the Library's appropriate representative to respond within the time provided at any step in the grievance procedure, the grievant shall have the right to

305 proceed to the next step as if an unsatisfactory response has been furnished on the last day
306 permitted.

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308 **Section 7.3. Release for Grievant(s)/Representatives:** The parties agree to act in a manner of
309 professional courtesy, and will attempt to, whenever reasonably possible, schedule meetings
310 described in this Article during the working time of the grievant. If no Union representative from
311 a branch is available, the Union and grievant will work together to find a Union representative or
312 officer from another branch to attend the grievance meeting. The employees are required to notify
313 their supervisors of the date and time of any meeting as soon as it is scheduled. The employer
314 shall not incur any overtime expense because of this provision, and the grievant shall not incur
315 any loss of lunch or break time.

316

317 **Section 7.4. Grievance Information:** All Grievances shall include the following information:

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- 319 1. Grievant's name(s) and at least one signature, which may be electronic;
- 320 2. Grievant(s) classification;
- 321 3. Date grievance was informally discussed with the immediate supervisor;
- 322 4. Identification of grievance step and date grievance was filed in writing;
- 323 5. Date and time grievance occurred;
- 324 6. A description of the incident(s) giving rise to the grievance;
- 325 7. Specific article(s) and section(s) of the Agreement violated;
- 326 8. Desired remedy to resolve the grievance.

327

328 A grievant may use the Union's chosen grievance form as long as all the required information
329 above is included. If any of the above requirements are not applicable to the grievance, fill in
330 "N/A."

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332 **Section 7.5. Steps:** It is the mutual desire of the Employer and the Union to provide for the
333 prompt adjustment of grievances. Reasonable efforts shall be made by the Employer and the
334 Union to affect the resolution of grievances at the earliest possible level. The Union is entitled to
335 receive copies of all notices and written dispositions pertaining to a grievance when requested.

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337 If at any time the employee's supervisor is the subject of a grievance, another supervisor must be
338 substituted for the decisionmaker in the grievance process set forth below. If the Director/CEO is
339 the subject of a grievance, the grievance may be sent to the President of the Library Board of
340 Trustees, who will appoint one or more Designee(s) to conduct the investigation.

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342 At any step in the grievance procedure an employee may be accompanied by a Union
343 Representative.

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345 **Step 1: Informal Resolution/Immediate Supervisor:** Within seven (7) days of the event
346 giving rise to or prompting the grievance, the employee must attempt to meet with their
347 immediate supervisor or an appropriate management-level employee to try to resolve the
348 issue. The bargaining unit member will email, within seven (7) days of the event, their
349 immediate supervisor or an appropriate management-level employee, with a copy to the
350 Director of Human Resources/Designee to initiate the informal resolution process. The
351 meeting with the employee and their immediate supervisor must be within seven (7) days
352 of the email.

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354 **Step 2: Director of Human Resources/Designee:** If the grievance is not successfully
355 resolved through Step 1, the Informal Resolution level, the employee may, within seven

356 (7) days of the Step 1 meeting, but no later than fourteen (14) days after the email to their
357 immediate supervisor, file a written grievance via email or hardcopy, signed by the
358 bargaining unit member and if desired a Union representative, to the Director of Human
359 Resources/Designee. The Step 2 meeting with the employee will be within seven (7) days
360 after the Director of HR/Designee receives the written grievance. The manager or Director
361 of HR/Designee will respond in writing, within seven (7) days of the Step 2 meeting.
362

363 **Step 3: Director/CEO/Designee:** If a grievant is dissatisfied with the resolution proposed
364 in step 2, the grievant may, within seven (7) days of the receipt of the Step 2 response,
365 submit a written appeal to Step 3, the Director/CEO/Designee. The
366 Director/CEO/Designee will hold a meeting with the grievant within seven (7) days after
367 receiving the written grievance. The Director/CEO/Designee will respond in writing, within
368 seven (7) days of the Step 3 meeting.
369

370 **Section 7.6. Grievance Mediation:** If the grievance has still not been resolved to the grievant's
371 satisfaction at this point, the grievance may be submitted to mediation at the election of either
372 party. This step may also be utilized at any point in the grievance process if the parties mutually
373 agree in writing. To trigger mediation, the electing party must submit to the other a notice of intent
374 to mediate within seven (7) days after receipt of the written decision in Step 3. The electing party
375 shall notify the Federal Mediation and Conciliation Services (FMCS) or State Employment
376 Relations Board (SERB) of the need for a mediator and a desire to hold a mediation session within
377 fourteen (14) days of notification. Alternatively, the Parties may agree to utilize the services of a
378 private mediator, in which case, the Parties will split the cost evenly and will notify the selected
379 mediator of the desire to hold a mediation session within fourteen (14) days of notification. The
380 Parties shall select a mutually agreeable date. If a date cannot be agreed upon within seven (7)
381 days of selection of the mediator, the mediator shall choose. Any resolution/settlement will be in
382 writing and signed by a representative of each party.
383

384 **Section 7.7. Arbitration:** If a grievance is not resolved at Step 3 or mediation, the Union may
385 pursue binding arbitration. To engage in arbitration, the Union must submit an intent in writing to
386 arbitrate to the Director/CEO, within fourteen (14) days after the receipt of the Step 3 response.
387 The Library has seven (7) days from receipt of the written intent to arbitrate to respond. Failure
388 to request arbitration in a timely manner shall render the grievance settled in accordance with the
389 Step 3 response.
390

391 After receipt of a request to arbitrate the grievance from the Union, the Union will request a panel
392 of seven (7) arbitrators from FMCS or the American Arbitration Association (AAA). Either party
393 may reject the entire panel of arbitrators once for each grievance appealed to arbitration, and the
394 rejecting party shall request the new panel from FMCS or AAA. The Union and Library will take
395 turns, determined by coin flip, to strike names from the list, until one arbitrator remains.
396 Alternatively, the parties may mutually select an arbitrator. That Arbitrator selected will be
397 assigned to hear the grievance.
398

399 The arbitrator shall have jurisdiction only over the grievance submitted. The arbitrator shall have
400 no authority to add to or subtract from or modify in any way the provisions of this Agreement. The
401 decision of the arbitrator shall be final and binding and neither party shall have the right to proceed
402 with court action and/or to appeal the matter further except as shall be permitted by law. The
403 arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual
404 written agreement of the parties, provided that a class grievance counts as only one grievance.
405 The arbitrator shall render their decision in writing. The decision shall be rendered as quickly as
406 reasonably possible.

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There shall be no retaliation or adverse action taken against an employee who files a grievance, regardless of the outcome of the grievance.

Section 7.8. Arbitration Fees and Expenses: Each party shall bear the cost of its own attorney and any non-employee witnesses called by the party. The cost of the arbitrator will be borne by the losing party. The party asking for one shall pay the fees of the court reporter. Such fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

Section 7.9. Arbitration Witnesses: The aggrieved bargaining unit member(s) (including the Union President) and any employee witnesses subpoenaed by the Arbitrator will be excused from their regular duties during their participation in the hearing if the hearing is held during their regularly scheduled hours of work. In no case will a bargaining unit member receive payment for participating in an arbitration proceeding that is held outside of their regularly scheduled hours of work.

Section 7.10. Pre-arbitration Meeting: Either party may request, in writing, a pre-arbitration meeting. The purpose of the meeting is to discuss the merits of the grievance, to exchange lists of witnesses, and to exchange copies of any documents expected to be used in the arbitration hearing. A meeting may be requested at least thirty (30) days after the notice to arbitrate. The receiving party may voluntarily accept the request. If the party accepts the request, a meeting shall be scheduled for a date no later than fourteen (14) days after receipt of the request for a pre-arbitration meeting unless the parties agree otherwise.

ARTICLE 8: JOB POSTINGS AND VACANCIES

Section 8.1. Definitions: A “vacancy” is defined as a bargaining unit position that the Library, at its discretion, desires to fill, created by an increase in force or by an employee leaving an existing position.

The Library reserves the right to hire the candidate it deems to be the best qualified to fill the vacant bargaining unit position, which may include internal and external candidates.

“Qualified” is defined as possessing the prerequisite skills and abilities as contained in the position description. The candidate’s performance record will also be considered.

Section 8.2. Notice of Vacancies and Applications: When a vacancy occurs, and the Library seeks to fill that vacancy, the Library shall place a notice of the vacancy on the Staff Intranet with a link to the position application, which shall be submitted through the online application system.

The notice of vacancy will provide the classification, grade, minimum qualifications, listed minimum of the salary range, location (if known), department (if known), and schedule (if known). Employees may obtain copies of position descriptions, including qualifications, on the Staff Intranet. Once an interview has been scheduled, bargaining unit employees will not have any reasonable expectation of their application being reviewed. If an internal applicant is not granted an interview, HR will notify the applicant.

Section 8.3. Interviews: The Library shall grant an interview to all internal candidates who apply within the seven-day priority window for internal applicants and meet the minimum qualifications and requirements for the position as stated in the job description. The Library will notify qualified

457 candidates regarding scheduling of interviews. This section does not apply when the vacancy is
458 filled with a shift change or location change.

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460 An internal applicant will not be required to interview with the same group of hiring managers
461 more than once per three (3) month period but may choose to re-interview.

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463 **Section 8.4. Selection and Non-Selection:** The Library will post a notice on the Staff Intranet of
464 the name of the person awarded the position, once the position has been filled. The Library will
465 notify internal candidates who will not be interviewed and/or who were interviewed but not
466 awarded a position.

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468 **Section 8.5. Shift Changes:** Where more than one employee in the same job classification as
469 the vacancy applies for the position as a shift change during that vacancy's internal application
470 period, the employee with the most seniority shall be given consideration.

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474 **ARTICLE 9: TRANSFERS**

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476 **Section 9.1. Individual Transfers:** An employee is considered to have been transferred when
477 they are assigned to the same position title at a different library location on a permanent basis.
478 The Library may initiate a transfer if the Library believes that the transfer would be in the best
479 interest of the library system and has notified the Union and employee not less than twenty-one
480 (21) days prior to initiating transfer procedures. A transfer will not be initiated as a retaliatory
481 measure.

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483 The employee may shorten the transition period with the approval of the Library.

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485 The Library may seek qualified volunteers for a transfer.

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487 **Section 9.2. Mass Transfers:** The Library may initiate a mass reorganization or redistribution (an
488 involuntary transfer of equal to or more than 20 total bargaining unit members within a six (6)
489 month rolling period) if the Library believes that the transfer would be in the best interest of the
490 library system and has provided a clear reason or reasons as to why, which may include a staff
491 analysis. The Library will provide a list of affected employees in addition to notifying the Union
492 and employees not less than thirty (30) days prior to initiating the transfer procedures. Within
493 twenty-one (21) days of notification the Union may request a meeting to discuss the impact on
494 employees and how it can be mitigated.

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496 No less than fourteen (14) days before a transfer occurs, transferred staff may request changes
497 to their assigned work schedule. The changes will be at the library's discretion. The changes may
498 be temporary.

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ARTICLE 10: NOTICE OF RESIGNATION

Section 10.1. Notice of Resignation: As a matter of professional courtesy and to ensure efficient severance of the employment relationship, all employees upon resigning from employment with the Employer, will provide the Employer's Human Resource Department (with copy to the employee's supervisor) with at least two (2) weeks' prior written notice.

ARTICLE 11: SENIORITY

Section 11.1. Definitions: Seniority in the bargaining unit is determined by the total number of weeks from the date of hire during which time the employee has worked for the Library.

Section 11.2. Seniority List: The Library will maintain a current version of the seniority list which will be available for employees to view at any time. The Library will provide the Union with this seniority list on an annual basis in January. The Union will have thirty (30) days from the date of receipt of this seniority list to challenge and/or question the seniority rankings reflected by the list. The Union President and Director of Human Resources will meet to discuss questions or problems within that period at the written request of the Union President.

Section 11.3. Seniority and Temporary Assignment: An employee in a bargaining unit position who temporarily performs in a non-bargaining unit position will continue to accrue seniority for the purposes of this article during such service.

Section 11.4. Break in Seniority: Accrued seniority is eliminated when an employee:

1. Resigns or quits and is not rehired within twelve (12) months;
2. Is discharged for just cause;
3. Is laid-off or furloughed for more than twenty-four (24) months;
4. Fails to accept recall to a vacancy in the same classification within fourteen (14) days of recall notice.

Section 11.5. Resignation and Seniority: An employee who resigns and is rehired not more than twelve (12) months following the date of resignation will retain seniority accrued prior to resignation but will not accrue seniority between resignation and rehire.

Section 11.6. Layoffs, Furloughs and Seniority: An employee who is laid off or furloughed and is recalled not more than twenty-four (24) months following the date of layoff or furlough will retain seniority accrued prior to layoff or furlough, and will continue to accrue seniority during the layoff or furlough period.

ARTICLE 12: DISCIPLINARY PROCEDURE

Article 12.1. Discipline Procedure: The Library will not discipline with loss of pay or terminate an employee without just cause. The following procedures shall be followed whenever the Employer intends to administer disciplinary action. The level of discipline will be related to the severity of the offense, the employee's record of discipline or lack thereof, and any mitigating or extenuating circumstances.

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Employees will be afforded an opportunity to correct their behavior through the Employer's use of progressive discipline. However, the parties recognize that offenses vary in their severity and that circumstances may require that more severe disciplinary action, e.g., a suspension or termination, may be implemented for a first offense.

A "day" shall have the same meaning as in Article 7 Grievance Procedure.

Section 12.2. Pre-Suspension or Discharge Procedure:

When an employee allegedly commits an offense that could cause a suspension or discharge, this procedure will be followed:

1. A meeting will be scheduled with the Director of HR/Designee, the supervisor and the employee. The employee will be provided with written notice of the time and place of the meeting. The written notice will also set forth the allegations that support the proposed discipline. This notice must be provided no less than 48 hours prior to the scheduled meeting to allow the staff member ample time to prepare for the conversation and to meet with their designated Union Representative.
2. Meetings described in this Article shall be attended on paid time if they coincide with the schedules of the employee and Union representative.
3. At the meeting, the employee will be presented with evidence against them and given an opportunity to give their version of events leading to the inquiry and present or inform the Library of any countervailing evidence. One other person may accompany the employee. Failure of the employee to attend the meeting shall constitute a waiver of the employee's right to a review unless there are extenuating circumstances, or a Union representative is unable to be present.
4. The Director of HR/Designee will make a written report to the Director/CEO or Designee within fourteen (14) days following the meeting, unless there are extenuating circumstances. This report will include a recommendation for the appropriate level of discipline, if any.
5. The Director/CEO or Designee will make a decision as to whether disciplinary action is warranted within seven (7) days of receiving the Director of HR/Designee's report, unless there are extenuating circumstances. If the Director/CEO/Designee decides a disciplinary suspension or discharge is warranted, the employee will be provided a written statement of facts supporting the discipline.
6. Employee may choose to waive this procedure and/or Union representation during the procedure.

Section 12.3. Union Representation: Employees shall have the right to Union representation at all steps of the disciplinary procedure, including investigatory meetings and disciplinary meetings not leading to suspension or discharge. This does not include meetings where employee is issued discipline. Union representation is not required for non-disciplinary matters. Employees have the right to appeal disciplinary actions through grievance procedure provided for in this agreement.

Employees will be notified of the meeting type prior to the meeting.

607

608 **Section 12.4. Documentation and Rebuttal:** Any disciplinary measure taken will be followed
609 by written documentation given to the employee prior to placement in the employee's file. The
610 employee will sign the document attesting that they have received a copy of the document and
611 had the opportunity to read the document, but the employee's signature does not indicate that
612 the employee agrees with the content of the item being placed in their file. All employees shall
613 have the right to attach a written rebuttal to all documents relating to disciplinary action.

614

615 **Section 12.5. Appeal of Discipline:** Employees shall have the right to appeal discipline of loss
616 of pay or termination starting at Step 3 of the grievance procedure within seven (7) days of the
617 issuance of the discipline. The Director/CEO/Designee shall conduct the hearing according to the
618 grievance procedure.

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620 **Section 12.6. Immediate Removal Situations:** Where an employee has been accused of an act
621 that in the Library's judgment requires immediate removal from the premises, the Library may
622 suspend the employee with or without pay for as long as is reasonably required to investigate the
623 matter and implement appropriate disciplinary action in line with the above requirements.

624

625 **Section 12.7. Prior Discipline:** Any documentation from a discipline less serious than a
626 suspension placed in an employee's personnel file will be in effect for up to one (1) year from the
627 date of issuance. The date of issuance is the date signed by the affected employee. The infraction
628 will not be taken into account for assessing disciplinary action.

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ARTICLE 13: PERSONNEL FILES

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633 Each employee shall have the right to review the contents of their personnel file and may request
634 a copy of any documents contained therein. The employee may submit a written
635 response/statement of explanation to material placed in their personnel file. The employee's
636 response will be attached to the material.

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ARTICLE 14: MILEAGE REIMBURSEMENT

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641 Mileage reimbursement for approved work-related travel in privately-owned vehicles will be at
642 the current Internal Revenue Service allowable rate per mile.

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ARTICLE 15: TUITION REIMBURSEMENT

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648 **Section 15.1. Educational Reimbursement:** The Employer will budget \$25,000 per calendar
649 year to be used for tuition reimbursement, subject to availability of funds. If after the permanent
650 appropriation of the library budget is approved by the Board and there is less than \$25,000
651 available for tuition reimbursement, the Library will notify the Union within seven (7) days.
652 Employees pursuing an ALA-accredited Master's Degree in Library Information Science (MLIS)
653 or qualifying graduate level education will be eligible for reimbursement for the cost of tuition up
654 to a maximum of \$5,000 per calendar year for coursework completed within the calendar year.

655 This provision does not apply to coursework completed prior to ratification of this Agreement.
656 Requests for reimbursement shall be submitted through the human resources information system.
657

658 **Section 15.2. Eligibility Requirements:** Any employee with at least twelve (12) months of
659 service at the Library is eligible for tuition reimbursement for courses which will increase
660 competency in the employee's current position or help them become eligible for advancement at
661 the Library as approved by the Director/CEO. Employees may seek pre-approval of a non-MLIS
662 graduate level course prior to submitting for reimbursement.
663

664 Reimbursement will be paid out on a first-come, first-serve basis. Employees eligible for tuition
665 reimbursement shall submit proof of completion in order to be reimbursed and submission of a
666 paid receipt. The employee must achieve at least a "B" or passing grade in the course.
667

668 An employee who has their request denied for a non-procedural reason may not utilize the
669 grievance procedure but may bring the issue to the Labor Management Committee.
670

671 **Section 15.3. Termination of the Employment Relationship:** Employees who voluntarily leave
672 employment with the Employer within twelve (12) months of completion of a course for which
673 reimbursement was granted are required to pay back those funds received within the twelve (12)
674 months prior to the resignation.
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678 **ARTICLE 16: REDUCTION IN FORCE**

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680 **Section 16.1. Definitions:** The term "layoff" refers to a permanent reduction in force affecting
681 one or more members of the bargaining unit. The term "furlough" refers to a temporary reduction
682 in force affecting one or more members of the bargaining unit, with the intention to recall those
683 members at a future date. Furlough may be reduction in hours or schedule or for a set number
684 of days.
685

686 **Section 16.2. Reasons for and Notification of Layoff/Furlough:** In the event a layoff or furlough
687 is necessary due to lack of work, lack of funds, or abolishment of positions for the efficient
688 operation or reorganization, the Library will notify the Union twenty-one (21) days prior to the
689 anticipated date of layoff or furlough notification to affected employees. The affected employee(s)
690 will be given written notice thirty (30) days in advance of the anticipated effective date.
691

692 **Section 16.3. Meeting and Layoff List:** The Library will meet and confer with the Union to
693 discuss alternatives to layoffs and/or furloughs at least fourteen (14) days prior to the anticipated
694 date of layoff or furlough notification to affected employees. As part of the discussion, the parties
695 may discuss redistribution of hours. Prior to this meeting, the Library will provide the Union with
696 a current seniority list, the reason for the layoff or furlough, and the Library Table of Organization.
697

698 In the event of a layoff or furlough the Library will maintain a layoff list and a furlough list and will
699 supply these lists to the Union each time a change is made to a list. The layoff and/or furlough
700 lists will contain the employee's name, date of layoff or furlough, and classification. If known, the
701 furlough list will also contain the projected date of recall.
702

703 **Section 16.4. Layoff and Furlough Procedure – Displacement:** If it is determined that a layoff
704 or furlough is needed, the Library may request for volunteers to be laid off or furloughed prior to

705 enacting the procedures outlined in the remainder of this section. If no volunteers or too few
706 volunteers are found, layoffs and furloughs within the affected classifications will be in order of
707 seniority with the least senior employee in the affected classifications being the first to be laid-off
708 or furloughed. The least senior employee in the affected classification may choose to accept the
709 lay-off or furlough, or may choose to exercise, if available, "bumping rights" in the following order:

- 710 1. Employees in the bargaining unit may accept appointment to a vacant position in the same
711 pay range.
- 712 2. Employees in the bargaining unit may accept positions in pay ranges below their current
713 pay range.
- 714 3. Employees in the bargaining unit to be laid-off or furloughed may displace a bargaining
715 unit employee in another classification in the laid-off or furloughed employee's pay range
716 who has the least seniority, provided that the displaced employee has less seniority than
717 the laid-off or furloughed employee.
- 718 4. The laid-off or furloughed bargaining unit employee may accept appointment to a vacant
719 position in the next or successively lower pay ranges.
- 720 5. Employees in the bargaining unit may displace the employee with the least seniority in
721 another classification in the next lower pay range, provided the displaced bargaining unit
722 employee has less seniority than the laid-off or furloughed employee. If there are no
723 bargaining unit employees in the next lower pay range with less seniority than the affected
724 bargaining unit employee, or the bargaining unit employee is not qualified for the position
725 in the next lower pay range, the process continues down through the classification system
726 until the affected bargaining unit employee reaches an available position for which their
727 seniority and qualifications allow them to continue working.

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729 In the event an employee is displaced or is bumped to another classification that employee must
730 meet the minimum qualifications and be able to fully perform the duties of the classification to
731 which they are displaced at the time of displacement.

732
733 A bargaining unit employee who displaces or bumps into a lower pay range will be placed at their
734 current rate of pay up to, but not exceeding, the maximum rate within the new range.

735
736 **Section 16.5. Recall from Furlough:** In the event of a furlough, recall will be made in the reverse
737 order of furlough. Thus, the last staff to be furloughed will be the first to be recalled. Employees
738 retain recall rights for twenty-four (24) months. Furloughed employees will be notified of all
739 vacancies and will be recalled to the first vacancy in the same classification. The furloughed
740 employee may also request to be recalled to the first vacancy of a classification in the same or
741 lower pay range level for which the employee is qualified.

742
743 Furloughed employees who have requested to be recalled from furlough to vacancies of a
744 classification in a lower pay range may be recalled earlier than other furloughed employees who
745 have not selected this option. All requests to be recalled to a vacancy in a classification in a lower
746 pay range will be made in writing to the Director of Human Resources. An employee who requests
747 to be recalled to the first vacancy of a classification in a lower pay range may be recalled from
748 furlough before another employee who has not made such a request, even if the employee who
749 did not make such a request was furloughed first.

750
751 In the event an employee is recalled from furlough to another classification that employee must
752 be able to fully perform the duties of the classification to which they are displaced at the time of
753 displacement.

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755 If a vacant position would be a promotion, the employee may apply for the position.

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A bargaining unit employee who is recalled from furlough into a lower pay range will be placed at their rate of pay at time of furlough up to, but not exceeding, the maximum rate within the new range.

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Notice of recall will be emailed to the employee's personal email address. Employees will also receive a phone call from the Director of Human Resources notifying them of the recall. Each employee is responsible for notifying the Director of Human Resources, in writing, of any change in email address and phone number during the furlough period. An employee recalled under this provision will not serve a probationary period, provided the employee completed the initial probationary period. An employee who fails to contact the Director of Human Resources for a return-to-work date within fourteen (14) days of recall notice will be deemed to have voluntarily resigned employment. The employee must report to work within fourteen (14) days of contact with the Director of Human Resources. The Director of Human Resources or their Designee(s), the employee, and the Union may mutually agree to a different return to work date in the event of extenuating circumstances.

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ARTICLE 17: HOURS OF WORK AND OVERTIME

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Section 17.1. Purpose: This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek as necessary to promote efficiency or improve services, or from establishing the work schedules of employees. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act and shall not be construed as a guarantee of hours of work per day or per week. Sick leave, holiday, vacation and other hours paid but not worked will not be included as hours worked when computing overtime.

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Section 17.2. Work Hours: The Library will determine the number of hours and schedule of employees. Evening and weekend work may be required.

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Section 17.3. Meal Periods: Each employee who works seven (7) consecutive hours or more is entitled to one (1) additional hour for an unpaid meal period each workday. The meal period may be taken in two 30-minute increments if an employee chooses, and it does not disrupt service to patrons and at the time set by the employee's supervisor. Employees will be relieved of all duties during meal periods. Meal periods are governed by the actual hours worked on a given day.

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Each employee who works at least six (6) hours but fewer than seven (7) consecutive hours may elect to receive a one-half (½) hour for an unpaid meal period.

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An employee may not work through an unpaid meal period in exchange for arriving at work late or leaving early, unless authorized by the supervisor. Employees may take a shorter meal period in exchange for arriving at work later or leaving early only with prior approval of the supervisor.

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Section 17.4. Rest Breaks: Each full-time and part-time employee generally will be granted one 15-minute rest break within each four (4) consecutive hours of work. Breaks may not be taken at the beginning or end of a workday or to extend a meal period. Rest breaks may not be accumulated and used later.

806 The supervisor will ensure breaks are provided to employees fairly and in consideration of service
807 demands.
808

809 **Section 17.5. Trades:** Trades are defined as an exchange of work hours with another employee
810 working in an appropriate department. Trades can occur at the same location or across different
811 locations. Trades pertain to regularly scheduled hours and can be arranged for any day of the
812 week, including weekends. The process for trading will follow the rules as outlined in the
813 Personnel Policy Manual.
814

815 **Section 17.6. Overtime:** Non-exempt employees are those employees who by law must be paid
816 overtime.
817

818 In general, Library employees will not work more than forty (40) hours in a workweek. When
819 possible, flexible scheduling will be used to cover services within regularly scheduled hours. When
820 an employee must work additional hours on one day, they should attempt to reduce their hours
821 on another day in the same workweek, if scheduling permits. Any schedule change must be
822 approved by their supervisor in advance.
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824 If overtime is required, the prior authorization of a director is required. Failure to receive
825 authorization for overtime will result in disciplinary action.
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827 In an emergency situation, if a director cannot be reached for approval, the Library Manager may
828 authorize overtime.
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831 **ARTICLE 18: HOLIDAYS**

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833 **Section 18.1.** Employees will be paid for holidays on a pro-rated basis according to the chart below:
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Designated position hours	Number of hours of holiday pay
14	2.75
20	4.00
30	6.00
37	7.50

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836 Other designated position hours as determined by the Employer may be added.

837 **Section 18.2. Paid Holidays:** Employees will receive holiday pay according to Section 18.1 for
838 these holidays. Each employee will be paid holiday time for their designated position hours
839 according to the chart:
840

1	New Year's Day	January 1
2	Memorial Day	Last Monday of May
3	Juneteenth	June 19
4	Independence Day	July 4
5	Labor Day	First Monday of September
6	Thanksgiving Day	Fourth Thursday of November
7	Christmas Eve Day	December 24
8	Christmas Day	December 25
9	New Year's Eve Day	December 31

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If a non-exempt employee works on a holiday when the Library is closed, they will be paid their regular rate of pay for every hour worked, in addition to holiday pay.

If a holiday falls on a weekend, the Library will decide whether to recognize the holiday on that day or an alternative day.

If a holiday occurs during an approved vacation or paid sick leave, the holiday will not be charged against vacation or sick leave.

Only employees in active pay status will receive holiday pay. An employee not in active pay status the day before a holiday will not receive holiday pay.

On-call/substitute, temporary and employees whose designated position hours are fewer than 14 are not eligible for holiday pay.

Section 18.3. Floating Holidays: Each employee will be credited with floating holiday time for their designated position hours according to the chart in Section 18.1.

Floating holidays will be credited on:

1	Personal Day	January 1 (The Library is closed)
2	Martin Luther King, Jr. Day	Third Monday of January
3	Presidents Day	Third Monday of February
4	Indigenous Peoples' Day	Second Monday of October
5	Veterans Day	November 11

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Floating holidays fall on days the Library is open.

A floating holiday may not be used before the holiday occurs. An employee may accumulate no more than five (5) floating holidays. An employee obtaining a position with fewer position hours will retain the floating holiday hours accrued even if it exceeds the maximum level for the new position.

An employee who is on approved floating holiday leave may not substitute sick leave for any portion of their floating holiday leave, except in the case of a death in the family, as defined in Article 22.

Only employees in active pay status will receive a floating holiday. An employee not in active pay status the day before a floating holiday will not receive a floating holiday.

An employee terminating employment with the Library will be paid at the current hourly rate of pay for accrued, unused floating holidays.

ARTICLE 19: SICK LEAVE

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Section 19.1. Accrual: Full-time and part-time employees accrue sick leave at the rate of .062 hours per hour worked, up to a maximum of 2.3 hours per week (119.6 hours per year).

Section 19.2. Active Pay Status: Sick leave is earned only when an employee is in active pay status (i.e., time for which the employee is actually paid). Sick leave does not accrue for work over seventy-four (74) hours in a pay period or on overtime hours.

Section 19.3. New Employee Transfer: A newly hired employee may transfer up to 6.5 hours per designated position hours (e.g., 37 hours x 6.5 = 240 hours, 20 hours x 6.5 = 130 hours, 14 hours x 6.5 = 91 hours) of unused sick leave from any former public employer. The employee must present written documentation from the former employer substantiating the unused leave.

Section 19.4. Max Accrual: The amount of sick leave an employee may accrue is limited to 25.9 times the designated position hours (e.g., 37 hours x 25.9 = 960 hours, 20 hours x 25.9 = 518 hours, 14 hours x 25.9 = 362.6 hours). An employee obtaining a position with fewer position hours will retain the sick leave accrued even if it exceeds the maximum level for the new position.

Section 19.5 Use: Employees accrue sick leave at the end of each bi-weekly period. Employees do not accrue time daily, Accrued leave is available for use on the first day of the following pay period. Available leave balances appear on the employee's paystub for the prior pay period and in the human resources information system.

Example: The pay period ends on 09/13, accrued leave is available for use on 09/14; and available leave balances appear on the 09/19 paystub.

Section 19.6. Notification of Use: An employee requesting sick leave must notify their immediate supervisor, or other designated person, receive confirmation from and explain their absence and the date of expected return as early as possible prior to the start of their scheduled work hours, on the first day of absence and each day thereafter, unless emergency conditions make it impossible or prior arrangements have been made with the employee's supervisor or manager. An employee who does not comply with the notification requirement will receive no pay for the day.

Section 19.7. Extended Period of Sick Leave: An employee whose absence is expected to continue for more than five consecutive workdays must provide a physician's note documenting the entire period and stating the employee's estimated date of return to work. Documentation of the necessity of the employee's presence for care will also be required when an employee requests sick leave to care for an Immediate Family Member (defined below) with an illness, injury or other medical condition.

Section 19.8. Physician Statement: Upon return to work from sick leave lasting more than five (5) consecutive workdays due to the employee's own illness or injury, the employee must furnish to their supervisor a physician statement certifying the employee's ability to perform the job duties and listing any limitations or restrictions. Sections 19.6 and 19.7 do not apply to FMLA-leave or when there are issues regarding legitimacy of use of sick leave.

Section 19.9. Sick Leave Forms: Sick leave must be requested on the approved sick leave form, either in written or electronic format. Forms for planned sick leave (such as elective surgery

934 or pregnancy) should be submitted as soon as the employee learns of the need for leave. Forms
935 for unplanned sick leave (such as illness) should be submitted the day the employee returns to
936 work.

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938 **Section 19.10. Investigation of Reason for Absence:** The Director/CEO/Designee has the
939 authority to investigate the reasons for an employee's absence.

940

941 **Section 19.11. Use of Other Leave Before Unpaid Leave:** If an illness or disability continues
942 beyond the time covered by earned sick leave, an employee must use earned floating holiday
943 and vacation leave before requesting an unpaid leave of absence. **(See Article 24 Unpaid Leave**
944 **of Absence.)** If the illness or disability qualifies under the Family Medical Leave Act, an employee
945 *must* use Paid Parental Leave, floating holidays, and accrued vacation leave before being placed
946 on unpaid status. All time off work will be charged as FMLA leave.

947

948 **Section 19.12. Fraudulent Use:** An employee who fraudulently obtains sick leave or falsifies sick
949 leave records is subject to disciplinary action, including discharge.

950

951 **Section 19.13. Use of Sick Leave:** Sick leave may be used for:

952

953 1. Illness or injury of the employee, including exposure by the employee to a contagious disease
954 which could be communicated to others.

955

956 2. Caring for an Immediate Family Member with a serious illness or injury.

957

958 Definition of Immediate Family Member: the employee's spouse, parent, sibling, child,
959 grandparent, grandchild (including in-laws and step-relatives), or any person residing in
960 the employee's household where the employee's presence is reasonably necessary or
961 any person for whom the employee is the legal guardian.

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963 3. Medical appointments that cannot be scheduled during non-work time. Time off must be
964 arranged with the employee's supervisor in advance.

965

966 4. Pregnancy or childbirth.

967

968 **Section 19.14. Sick Leave Increments:** Sick leave is charged in minimum units of 15 minutes
969 to a maximum equal to the number of hours actually scheduled to work during the pay period.

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971 **Section 19.15. Compensation:** An employee absent on sick leave is paid at their regular rate of
972 pay.

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974 **Section 19.16. Excluded Employees:** On-call/substitute, temporary and employees whose
975 designated position hours are fewer than fourteen (14) are not eligible for sick leave benefits.

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977 **Section 19.17. Conversion of Sick Leave:** An employee who voluntarily terminates employment
978 after ten (10) years of service with the Library will be paid twenty-five percent (25%) of their sick
979 leave balance, up to two hundred forty (240) hours. Payment will be at the employee's current
980 rate of pay.

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982 If an employee dies while employed by the Library after ten (10) years of service, the Library will
983 pay the estate fifty percent (50%) of the sick leave balance.

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ARTICLE 20: VACATION LEAVE

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Section 20.1. Accrual: Nonexempt bargaining unit employees accrue vacation benefits as shown below based upon the hours paid.

Years of Service	Vacation Leave Hours Accrued Per Hour Paid
0 to 4 years' employment	.038
Over 4 to 8 years' employment	.058
Over 8 years' employment	.077
Over 12 years' employment	.100

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Exempt bargaining unit employees accrue vacation benefits at a rate of .081 per hour paid.

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Years of Service	Vacation Leave Hours Accrued Per Hour Paid
0 to 4 years' employment	.081
Over 4 to 8 years' employment	.090
Over 8 years' employment	.100

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On-call/substitute, temporary and employees whose designated position hours are fewer than 14 are not eligible for vacation benefits.

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Section 20.2. Active Pay Status: Vacation is earned only when an employee is in active pay status (i.e., only time for which the employee is actually paid). Vacation does not accrue for work over 74 hours in a pay period or on overtime hours.

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Section 20.3. Prior Service: The prior service of a person employed (other than as an elective officer) by the State or any political subdivision of the State may be counted for the purpose of computing the amount of the employee's vacation leave accrual, maximum accrual and maximum cash out. For example, if an employee had ten (10) years of prior service as an employee of a county, the employee would start their service with the Library with vacation equivalent to that given a 10-year employee. Prior service need not have been continuous. Employees who have retired under any state-offered retirement plan (including OPERS) are not entitled to have prior service counted when calculating vacation leave. It is the employee's responsibility to provide documentation verifying the prior service. This could be in a letter from each public employer. Once the prior service has been verified, the employee would be placed at the appropriate accrual rate.

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Section 20.4. Vacation Use and Conversion upon Termination: Employees accrue vacation at the end of each bi-weekly period. Employees do not accrue time daily, Accrued leave is available for use on the first day of the following pay period. Available leave balances appear on the employee's paystub for the prior pay period and in the human resources information system.

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Example: The pay period ends on 09/13, accrued leave is available for use on 09/14; and available leave balances appear on the 09/19 paystub.

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An employee terminating employment after serving one (1) full year with the Library will be paid at the current hourly rate of pay for accrued, unused vacation leave.

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Section 20.5. Carryover: Vacation leave may be carried over from one (1) year to the next, up to a maximum of 1½ times the employee's current annual accrual calculated on the designated position hours. An employee obtaining a position with fewer position hours will retain the vacation accrued even if it exceeds the maximum level for the new position. After the maximum credit is reached, the employee will not accrue additional vacation until their vacation bank is reduced below the maximum level.

Section 20.6. Requests: Vacation leave requests must be submitted for approval at least one (1) week in advance. Vacation leave requests submitted for approval less than one (1) week in advance are approved at the discretion of the supervisor. Approval of vacation leave is at the discretion of the supervisor. Vacation schedules cannot adversely affect service to patrons, so all vacation time will be scheduled to meet patrons' needs and to retain sufficient staffing to provide proper service. The Library reserves the right to limit the number of employees on vacation at any one time, or to limit the number of employees in the same department on vacation at one time.

Section 20.7. Weekend Requests: Employees who work the Friday/Saturday weekend rotation can submit requests for vacation on weekends two (2) months in advance, except for defined holiday weeks (Memorial Day, Juneteenth, Independence Day, Thanksgiving, Christmas and New Year's Day), and will be encouraged to continue to seek trades when possible.

Employees who work every Saturday or every Sunday can submit requests for vacation on Saturdays or Sundays up to one (1) year in advance, except for defined holiday weeks (Thanksgiving, Christmas and New Year's Day). Employees who work every Saturday or every Sunday can submit requests further in advance than other employees that do not work this schedule because they can't make Saturday or Sunday trades. Employees who work every Saturday or every Sunday will get first priority for Saturday and Sunday vacation requests.

Saturday/Sunday vacation requests subject to approval by a manager.

Requests will be fulfilled first come, first served.

Approval of weekend vacation requests will be based on the needs of the Library. When approving vacation leave requests, department and building staffing levels in addition to Librarian-in-charge (LIC) coverage will be taken into account. Employees who have weekend vacation request denied may seek trades with other employees.

Section 20.8. Increments: Vacation leave may be taken in minimum increments of 15 minutes to a maximum equal to the number of hours actually scheduled to work during the pay period.

Section 20.9. Substitution: An employee who is on approved vacation leave, or whose pre-approved vacation leave has not yet begun, may not substitute sick leave for any portion of their vacation leave, except in the case of a death in the family, as defined in **Article 22 Bereavement Leave**.

Section 20.10. Vacation after Notice of Resignation: If notice of intent to resign from the Library has been given, vacation days cannot be taken during the notice period.

ARTICLE 21: PAID PARENTAL LEAVE

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Section 21.1. Paid Parental Leave and Procedures: The Library will provide Paid Parental Leave to eligible employees. This policy will run concurrently with Family and Medical Leave (FMLA), if applicable. The Library policy for FMLA will apply for Paid Parental Leave except as otherwise provided in this Article.

Section 21.2. Eligibility: Employees who meet the following criteria are eligible for Paid Parental Leave. Employees must:

- Be employed for six (6) months as a bargaining unit employee.
- Be a regular full- or part-time bargaining unit employee, normally working 20 or more hours per week.

Section 21.3. Qualifying Events: The following are qualifying events for the use of Paid Parental Leave:

- The care for a newborn child or to prepare for or recover from the birth of a child
- For adoption or foster care placement of a child
- Loss of pregnancy

Section 21.4. Duration and Time Frame: Eligible employees will receive a maximum of six (6) weeks of Paid Parental Leave (at their weekly designated position hours). For example, the fact that multiple births, adoptions, or placements occur (e.g., the birth of twins or adoption of siblings) does not increase the total amount of Paid Parental Leave granted for that event.

An employee will receive up to a maximum of six (6) weeks of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one (1) qualifying event occurs within that 12-month timeframe.

If the employee has purchased Short-Term Disability (e.g., leave for their own medical recovery following childbirth), Paid Parental Leave will be used during the elimination period. Paid Parental Leave will resume following the conclusion of Short-Term Disability.

Section 21.5. Compensation: Each workday of Paid Parental Leave will be compensated at one hundred percent (100%) of the employee's regular, straight-time rate of pay. Paid Parental Leave will be paid on a biweekly basis on regularly scheduled pay dates.

Section 21.6. Coordination with Other Policies: The employee will maintain access to all previous benefits for employees during the Paid Parental Leave period as if they were taking any other form of paid leave.

If a paid holiday occurs while the employee is on Paid Parental Leave, the day will be recorded as Paid Parental Leave, and will not extend the total Paid Parental Leave entitlement.

An employee who takes Paid Parental Leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on Paid Parental Leave as if the employee was on an FMLA-qualifying leave.

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ARTICLE 22: BEREAVEMENT LEAVE

Section 22.1. Bereavement Leave: The Library shall permit all bargaining unit employees to be absent from work on an authorized, short-term basis due to the death of a loved one as defined below. Bereavement Leave will not be deducted from Sick Leave.

Section 22.2. Notification: When using bereavement leave, the employee must notify their supervisor, or the current Librarian-in-charge prior to the start of their next shift; or, if already at work, prior to leaving the building. The employee must receive acknowledgement of receipt from their supervisor or the current Librarian-in-charge if not notifying them via phone call or in person.

An employee must notify their supervisor of the anticipated start of bereavement leave, which will start within a reasonable time period of being notified of the death.

Section 22.3. Use of Bereavement Leave:

1. Five (5) workdays after the death of a spouse/partner, sibling, child or parent. The days must be scheduled within thirty (30) days of the death. Whole days must be taken and not split into hourly increments, though the days need not be taken consecutively.
2. Three (3) workdays after the death of a grandparent, grandchild, parent-in-law, sibling-in-law, child-in-law, or anyone living in the employee's household. The days must be scheduled within thirty (30) days of the death. Whole days must be taken and not split into hourly increments, though the days need not be taken consecutively.
3. One (1) workday after the death of an aunt, uncle, niece, nephew, cousin or friend. The one day of leave may be split between a maximum of two (2) workdays. The day must be scheduled within thirty (30) days of the death.
4. In the event of extended travel, an employee may request an additional two (2) days, subject to approval by the Director/CEO/Designee.

Section 22.4. Use of Other Leaves: If an employee requires more than the time allowed for bereavement leave, they may use any earned vacation leave, sick leave, floating holiday leave, or request unpaid time off, starting after all paid bereavement leave is used, subject to approval by the Director/CEO/Designee.

In the event that an employee had approved leave before the loss of a loved one, they may replace approved leave requests with appropriate amounts of bereavement leave.

Section 22.5. Other Cases: In the event of a death of an individual that does not meet this article's definition of an employee's family member, the employee may take up to one (1) day of paid sick leave per bereavement event, subject to approval by the Director/CEO/Designee.

ARTICLE 23: ASSAULT LEAVE

Section 23.1. Assault Leave: An employee who is the victim of a physical assault on library property or while conducting library business will be eligible for assault leave with full pay and continued benefit accrual for up to five (5) days. The leave will not be charged to accrued leaves.

1171 **Section 23.2. Eligibility for Leave:** To qualify for Assault Leave the employee must receive a
1172 physical examination and diagnosis from a qualified medical professional or specialist (as
1173 determined by the Employer), paid for by the Employer with copy of any report provided to HR.
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1177 **ARTICLE 24: UNPAID TIME OFF**

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1179 **Section 24.1. Unpaid Time Off:** Unpaid time off for medical or personal reasons is an authorized
1180 absence without pay approved by the Library in accordance with this Article.
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1182 **Section 24.2. Duration:** Employees may request up to ten (10) instances of unpaid time off per
1183 calendar year, for medical reasons or personal reasons. An instance is any amount of unpaid time
1184 off taken in a calendar day, in fifteen (15) minute increments.
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1186 Example 1: An employee who takes fifteen (15) minutes, or more, of unpaid time off in one day
1187 uses one (1) of their ten (10) instances of unpaid time off.
1188

1189 Example 2: An employee uses one (1) hour of unpaid time off in the morning, comes in to work
1190 for five (5) hours and then takes another two (2) hours of unpaid time off. This would be two (2)
1191 instances of unpaid time off.
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1193 Additional unpaid time off may be granted at the sole discretion of the Director/CEO/designee
1194 upon presentation of satisfactory evidence of the need for continued time off.
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1196 An employee must use all applicable paid leave and exhaust all available FMLA Leave before
1197 taking any unpaid time off. If the reason for the unpaid time off qualifies for the use of sick leave,
1198 then sick leave must be exhausted.
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1200 An employee who fraudulently obtains unpaid time off is subject to disciplinary action, including
1201 discharge.
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1203 **Section 24.3. Insurance:** If a paycheck is not sufficient to pay the employee's portion of
1204 insurance premiums, payment must be made to the Library by the first of each month. If
1205 payment is more than thirty (30) days late, the Library may discontinue insurance coverage
1206 upon notice to the employee (See Section 5.1(A) Medical, Dental, and Vision Insurance of the
1207 Personnel Policy Manual (PPM).) An employee may extend benefits under COBRA for the time
1208 allowed by law. (See Section 11.3(A) Health Care Benefits Continuation (COBRA) of the PPM.)
1209

1210 **Section 24.5 Unemployment Compensation:** Employees are ineligible for unemployment
1211 compensation during any unpaid leave of absence.
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1213 **Section 24.6 Return to Work:** If an employee fails to return to work from a leave of absence,
1214 the termination date is the day the employee was to return, or the date the employee notifies
1215 their supervisor the employee is not returning, whichever is earlier. An employee who gives
1216 proper notice, per Article 10: Notice of Resignation-, may be considered for re-employment.
1217 Employees who timely return to work following an approved leave of absence will be considered
1218 as having continuous service.
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ARTICLE 25: EMERGENCY/INCLEMENT WEATHER CLOSURES

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Section 25.1. Determination and Notification: The decision to close or delay an opening to a branch or branches is at the discretion of the Library.

Should there be no electrical service in the facility for more than two (2) hours, the decision to close is determined by the Library Manager.

Emergency closings or delays in opening will be reported through the Library's designated call-in number prior to opening and via email/text message via One Call Now or similar service as determined by the Library. In addition, the Library will announce closings or delays through social media and by informing the Library's telephone service.

1. If it is determined that the Library cannot open at the scheduled delayed opening time, and must either open later or close for the day, the Library will make that announcement in the same manner as soon as reasonably possible.

Section 25.2. Inability to Report: On any day the Library is open, employees who are scheduled but unable to report to work due to weather conditions are required to contact their supervisor or a supervisor on-site.

1. Such employees will be granted vacation or use of floating holiday.
2. If the employee has no accrued vacation or floating holiday time, the time shall be documented as unpaid leave.
3. In the alternative, the employee may work with their Library Manager to make up the lost time as scheduling permits.

Section 25.3. Compensation: When emergency conditions require the closing of all or part of the Library, bargaining unit members who are scheduled to work will receive their regular compensation for any hours they are not permitted to work.

1. Employees originally scheduled for vacation leave, sick leave, floating holiday on the day of a closing or delayed opening will be charged for the duration that the library is closed or delayed.
2. Employees whose schedules have been adjusted to work after-hours special events that are canceled due to an emergency or inclement weather will be paid as though the event occurred.

Section 25.4. Pre-Planned Closings: When there are pre-planned closings of an entire branch (e.g. for repairs, renovations, technology, etc.) employees will be notified as far in advance as possible. The Library may send employees to other branches, and will decide who to schedule taking into account, seniority (with those with more seniority being given preference), employee availability, and shifts and positions needed at the other branch(s).

Section 25.5. Extended Closures: If the entire Library is closed beyond seven (7) days due to an emergency (e.g. pandemic or emergency declared by a governmental authority), if the Union requests, the Library and the Union will meet, either in-person or virtually, and confer to discuss an appropriate course of action.

ARTICLE 26: COMPENSATION

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Section 26.1. Pay Ranges: The Board of Trustees establishes pay ranges for each position.

Section 26.2. Pay Range Adjustments:

1. Annually, the Board of Trustees will determine if it is appropriate to adjust pay ranges for the next calendar year.
2. The pay ranges will be revised by increasing the mid-point of each range by the percentage approved by the Board of Trustees and maintaining the same minimum to maximum differential.
3. The adjustment to the pay ranges does not change the pay of any employee, unless the employee's current rate falls below the new minimum, in which case the employee will be increased to the minimum rate for the pay range.

Section 26.3. Employee Pay Increases:

1. The Board of Trustees may determine a general increase in salary costs for the following year and appropriate funds accordingly.
2. Individual employee pay increases will be determined by calculating the Board-approved percentage of the midpoint of the employee's pay range and then adding this amount to the employee's current rate of pay. Each employee in the same pay range will receive the same pay increase, unless that increase would place the employee's pay rate above the maximum for the pay range. No pay rate will be increased to a rate higher than the maximum of the pay range. In extraordinary circumstances, for an employee who has reached the maximum of the pay range, the Director may give a lump sum payment in lieu of a pay rate increase, in consultation with the Board Personnel Committee.
3. A new employee who begins working before October 1 of any year will be eligible for a midpoint increase in January of the following year. Employees who begin working October 1 or later will receive an increase if the pay ranges are adjusted and their pay rate is below the new minimum of their pay range.

Section 26.4. Merit Payments: The Director may recommend individual merit payments for Board approval.

Section 26.5. Pay Scale Increases: Effective Pay Period #1 of 2026

- Year One (2026): Pay Range Adjustment 3.5 percent, Increase on the Midpoint 4.0 percent
- Year Two (2027): Pay Range Adjustment 3 percent, Increase on the Midpoint 3.5 percent
- Year Three (2028): Pay Range Adjustment 3 percent, Increase on the Midpoint 3.5 percent

Section 26.6. Re-opener Due to Budget Impact: Each of the foregoing annual wage increases is subject to the availability of sufficient funds to the Library. During the life of this Agreement, if a library levy fails or if the certified estimate of revenues to the Library from the Public Library Fund and from library levies, combined, for any fiscal year declines by more than five percent (5%) compared to the prior fiscal year, then the Library shall have the right to re-open the collective bargaining agreement by serving a written notice to negotiate on the Union with a copy to the State Employment Relations Board. In the event the contract is reopened for

1320 such purpose, all subsequent wage increases referenced above shall be cancelled. The re-
1321 opener negotiations shall be for the limited purpose of negotiating a revised Article 26-
1322 Compensation. The re-opener negotiations may be expanded to additional articles of the
1323 agreement only by mutual agreement of the Library and the Union. If good faith negotiations
1324 and mediation fail to produce an agreement on open issues, then upon impasses, the Library
1325 shall have the right to implement its final offer on the contractual items that were subject to the
1326 re-opener negotiations and the remainder of the collective bargaining agreement shall remain in
1327 full force and effect.

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ARTICLE 27: INSURANCE

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1331 **Section 27.1. Insurance:** Health, dental, and vision insurance are offered to all employees
1332 whose designated position hours are 20 or more. It is agreed and understood that the schedule
1333 of benefits for employees shall be as set forth in the insurance plan offered to non-bargaining unit
1334 employees, including all conditions and payments specified or required by individual
1335 carriers/providers of the insurance plan.

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1337 It is further agreed and understood that during the term of this Agreement, individual
1338 carriers/providers may, through no fault of the Employer, Union, or employees, cease coverage.
1339 It is further agreed and understood that the Employer may modify the terms of the insurance
1340 coverage and may reduce coverage levels if such reductions are made to maintain or reduce
1341 costs. In the event of any changes in carriers, coverage, co-pays or deductibles, the Employer
1342 shall notify the Union thirty (30) days in advance of the change and shall discuss the impact of
1343 any changes upon the bargaining unit members.

1344

1345 Additionally, it is agreed and understood that during the term of this Agreement that specific
1346 carriers/providers under the plan may unilaterally institute or modify payments or conditions
1347 which modifications will be required for subscription to the plan provided by that carrier/provider.

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1349 **Section 27.2. Insurance Premiums:** The Employer contributions will be determined by Board
1350 resolution.

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1352 **Section 27.3. Plan Design:** Changes to the insurance plans will be discussed with the Labor-
1353 Management Committee, subject to Board approval.

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1355 **Section 27.4. Contribution:** Employee contributions to the insurance premium are made via
1356 automatic payroll deduction. The amount of the employee contribution will depend on the
1357 coverage chosen

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ARTICLE 28: DURATION & CONFLICT AND MODIFICATION

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1362 **Section 28.1. Modification:** The provisions of this Agreement may be amended or modified
1363 during the life of the Agreement by the parties. Amendments or modifications to this Agreement
1364 may only be made in writing signed by the parties and subject to their ratification procedures.

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1366 **Section 28.2. Severability:** This Agreement is meant to conform to and should be interpreted in
1367 conformance with the Constitution of the United States, the Constitution of the State of Ohio, and

1368 all applicable Federal and State Laws. The invalidity, in whole or in part, of any term of this
1369 Agreement due to operation of law or declaration by any tribunal of competent jurisdiction does
1370 not affect the validity of the remainder of the Agreement which shall remain in full force and effect.

1371

1372 In the event of invalidation of any portion of this Agreement by a court of competent jurisdiction,
1373 and upon written request of either party, the parties to this Agreement shall meet at mutually
1374 agreed times to attempt to modify the invalidated provision(s) by mutual agreement.

1375

1376 **Section 28.3. Merger:** The parties agree and acknowledge that during the negotiations which
1377 resulted in this Agreement each had the opportunity to make proposals and negotiate regarding
1378 any subject matter not removed by law from collective bargaining, and that the understandings
1379 and agreements arrived at by the parties after the exercise of that opportunity are set forth in this
1380 Agreement.

1381

1382 Where this Agreement makes no specification about a matter, the Library and its employees are
1383 subject to all applicable Federal laws, State laws, Local laws, and Library policies. This Agreement
1384 once ratified and signed by both parties constitutes a final written expression of all the terms of
1385 this Agreement.

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1387 **Section 28.4. Duration:** This Agreement shall be in full force and effect upon the ratification and
1388 execution by the parties from January 1, 2026, through December 31, 2028.

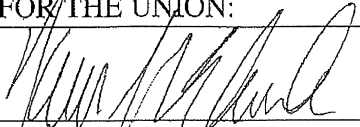
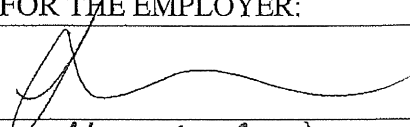


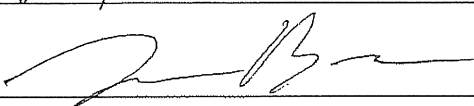
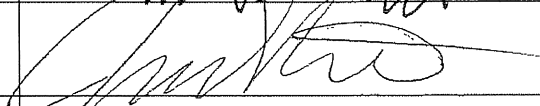

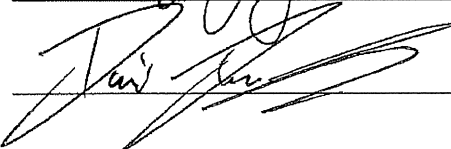
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The parties agree to continue current contract language for the following:

Article #	Article Title
3	Management Rights
4	Work Rules and Policies
5	No Strike/No Lockout
6	Labor Management Committee
10	Notice of Resignation
11	Seniority
13	Personnel Files
14	Mileage Reimbursement
23	Assault Leave

FOR THE UNION:

FOR THE EMPLOYER:

Date tentatively agreed: 10/23/2025

WL MOU Proposal – 10/22/25
WPLU Response - 10/23/2025
WL Response – 10/24/25
WL Response – 11/10/2025

Memorandum of Understanding

Per Section 17.2 Work Hours of the Collective Bargaining Agreement, Worthington Libraries and Worthington Public Libraries United agree the Library will determine the number of hours and schedule of employees. Evening and weekend work may be required.” The Library acknowledges the current practice of weekend rotation and swing Saturdays are not working for some employees. The Library will work with members of the Union to determine ways to adjust current practice to better meet the needs of our current workforce and community.

Committee Members:

Admin Liaison - Lauren
Three library managers and three full-time members of the bargaining unit

Timeline:

- Start: January 2, 2026
- The workgroup will meet weekly to discuss. A scheduling retreat, on library property, is an option.
- Recommendations due by: June 30, 2026 (can turn in earlier if the work is completed)
- Goal to begin the ADKAR change management process by July 1, 2026.

Methodology:

- Identify and define issues with the current schedule, ~~e.g. potential for a substitution calendar, elimination of swing Saturdays and/or Sunday adjusted hours~~
- Determine what issues can be addressed for better work/life balance while still meeting community need
- Gather other library scheduling policies
- Review WL key performance indicators and use data
- ~~Utilize current staffing levels. Utilize current staffing levels~~

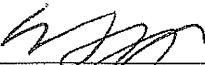



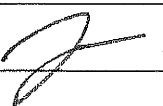
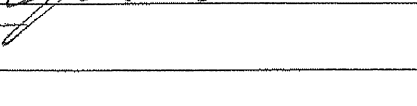
Commented [1]: Would this language mean increased staffing cannot be a potential solution as a result of this workgroup and the ADKAR process?

Deliverable:

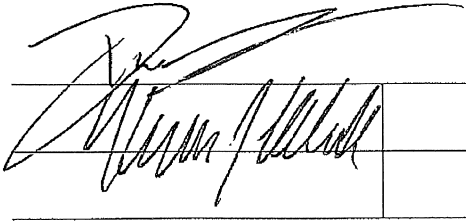
Report with fully-formed recommendations, with sources provided.

FOR THE UNION:

FOR THE EMPLOYER:

WL MOU Proposal - 10/22/25
WPLU Response - 10/23/2025
WL Response - 10/24/25
WL Response - 11/10/2025



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be a name, possibly 'William J. ...'.

Date tentatively agreed: 10/23/2025

Date: 11/10/25

Attendance MOU

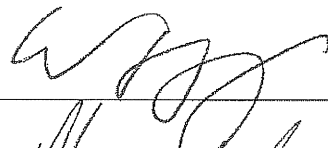
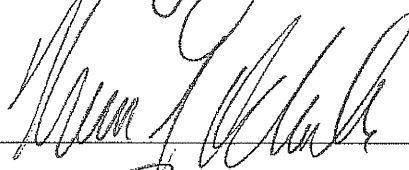
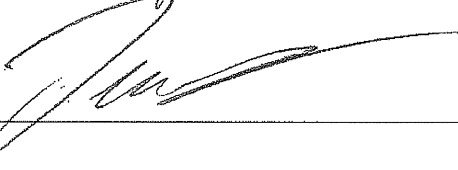
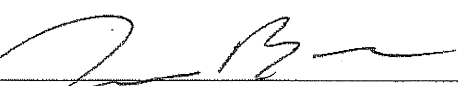

The Library agrees to update the attendance policy. The Library will share the changes in Labor Management.

Changes to be made:

- Pre-approved time off: at least 1 hour in advance
- Failure to report: An Employee who does not notify their supervisor of absence or does not report to work within 1 hour of their scheduled start time

FOR THE UNION:

FOR THE LIBRARY:

Date Tentatively Agreed: 11/13/25

HEALTH AND SAFETY MOU

The parties agree that the Director/CEO will meet with the Union President regarding health and safety issues raised by bargaining unit members.

FOR THE UNION:

FOR THE LIBRARY:

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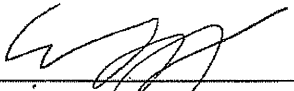
Jury Duty & Court Leave MOU

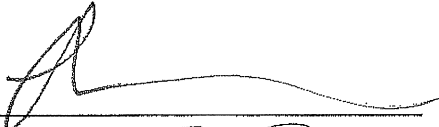
The parties agree as follows:


1. The Library will revise the Personnel Policy Manual so that no employee will be required to report for work on a day they have reported for jury duty.

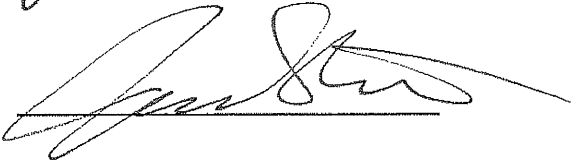
FOR THE UNION:

FOR THE LIBRARY:



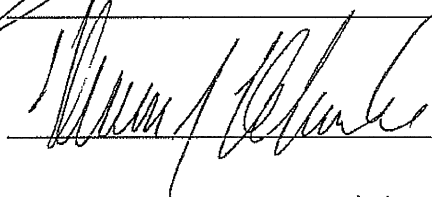












Date tentatively agreed: 11/10/2025

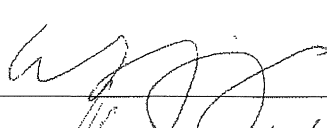
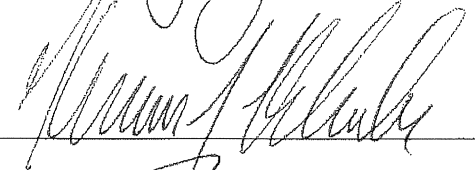
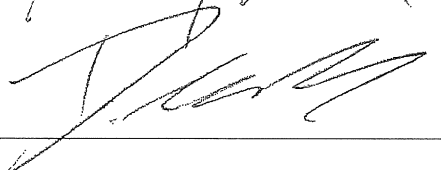
Passport MOU

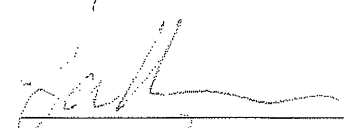
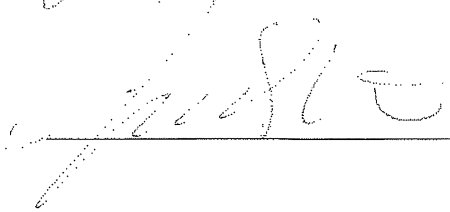
The Library will agree to maintain the current practice with Passport acceptance and notary services. If the Library seeks to change current practice, the Library will bring it to Labor Management.

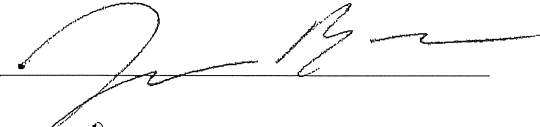
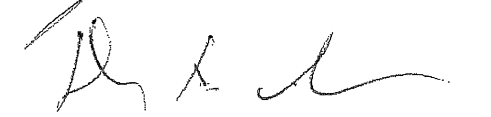
This memorandum is valid for the period of the current agreement and expires on 12/31/2028.

FOR THE UNION:

FOR THE LIBRARY:

Date Tentatively Agreed: 11/13/25

