

ATHENS COUNTY PUBLIC LIBRARIES UNITED

AND THE

ATHENS COUNTY PUBLIC LIBRARIES

JUNE 7, 2026 THROUGH June 6, 2029

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ARTICLE 1 PREAMBLE

- 1.01** We, the Athens County Public Libraries United (hereinafter “Union”) and the Athens County Public Libraries (hereinafter “Library”), are committed to continuing to provide a successful library system for our patrons and communities. Each individual has the obligation of promoting excellence and goodwill for the library system through this collaborative effort.
- 1.02** To this end, we need to concern ourselves with how we act as library professionals. Further, as employees of a public agency, all members of the Union are subject to provisions of Chapter 102: Public Officers – Ethics and section 2921.42 of the Ohio Revised Code. As library professionals, we also acknowledge the American Library Association’s Code of Ethics as a framework to help guide ethical decision making.
- 1.03** This agreement contains responsibilities and benefits for both parties. How we choose to fulfill these responsibilities and use these benefits greatly impact our community as well as the perception of us by patrons, colleagues, and community members. This Agreement embodies the spirit of collaboration between the parties. Honest fulfillment of our responsibilities under this agreement is the foundation to the success of the library system.
- 1.04** This Agreement has as its purpose to comply with the requirements of Ohio Revised Code Chapter 4117 and to set forth the full and complete understanding and agreement between the parties governing wages, hours, and other terms of employment for those employees who are in the bargaining unit as hereinafter defined.
- 1.05** If any article or section of this Contract should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by a court pending a final determination of validity, the remainder of this Contract will not be affected thereby. In the event the aforementioned change(s) has a material impact on wages and benefits the parties will enter into collective bargaining negotiations within a reasonable amount of time over the impact of such change(s).
- 1.06** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Athens County Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may be temporarily suspended after conferring with the Union Leadership and disclosing necessary changes:
- A. Time limits for the processing of grievances; and
 - B. The location or department assignment of employees and the rules, agreements or practices relating to them.

ARTICLE 2 RECOGNITION

- 2.01** The Library recognizes the Union as the sole and exclusive bargaining representative for purposes of collective bargaining for regular full-time and regular part-time employees in the positions included in the bargaining unit as specified below:

Included: Librarian, Associate Librarian, Youth Services Librarian, Digital Literacy Librarian, Systems and Technology Technician, and Building Custodian.

Excluded: All positions not expressly listed as included, including all confidential, seasonal, casual, supervisory and managerial positions, including the following titles: Director, Assistant Director, Fiscal Officer, Deputy Fiscal Officer, Communications Officer, Web Developer, Outreach Manager, Digital Literacy Manager, Branch Manager, Access Services Coordinator, and Youth Services Coordinator.

- 2.02** Upon ratification and the hiring of employees to fill the currently vacant positions of Digital Content Librarian and Graphic Designer, the positions will be included into the bargaining unit and the parties will file a Joint Petition for Amendment of the Certification with the State Employment Relations Board ("SERB").
- 2.03** In the event a new position is created after ratification of this Agreement, if an agreement cannot be reached between the Parties as to whether such position should be in the bargaining unit, the Parties may submit the dispute to the State Employment Relations Board ("SERB") for final determination. Nothing in this Agreement or section shall limit the rights of the Library to establish new positions or to establish and amend the duties of individual positions.

ARTICLE 3 UNION RIGHTS

3.01 Bulletin Boards, Email, Hand Billing and Mailboxes:

The Library agrees to provide and designate a bulletin board at each location in a non-public location for the Union's communication of official Union notices and information to bargaining unit members ("Union Business"). In the event a posting violates other Library policies, it may be removed. In addition, representatives of the Union may provide official Union notices and information to bargaining unit members via their personal email and work mailboxes.

3.02 Union Meetings and Employer Facilities:

The Union is permitted to use the Employer's facilities, which may include staff conference rooms for private department/branch meetings with notice to administration, so long as the meeting does not conflict with a previously scheduled event or otherwise disrupt or impede operations at the library building where the meeting is held. Union members may attend these meetings, without compensation when scheduled during work hours, provided a supervisor or manager is available to cover during the meeting. Except that union members may, with notice to their supervisor, use their paid fifteen (15) minute break to attend such meeting so long as any meeting time over the fifteen (15) minute paid break period is

without pay. Attendance will not be arbitrarily denied and, similarly, requests to hold such meetings during work hours will not be abused. Non-member Union representatives may attend Union meetings as identified in this section.

The Union may also use a Library meeting room before or after work/public hours up to twelve (12) times each year for meetings, including ratification meetings as needed for all members to attend.

3.03 Library Board Meeting Agenda:

The Union President shall receive a copy of the agenda and any non-privileged, non-confidential accompanying material of each Board of Trustees Meeting no less than forty-eight (48) hours in advance of a meeting.

3.04 New member Meeting:

Within three (3) weeks of the hire date of a new bargaining unit member, the Library shall permit a designated Union representative time to meet with that member for up to thirty (30) minutes without loss of pay, during the newly hired member's work schedule. With prior notice to, and approval from, the manager, the Union representative shall be provided up to thirty (30) minutes of paid release time for each such meeting. A new member may choose to opt out of or refuse to attend this meeting.

3.05 Union Conventions or Conferences:

Annually, up to four (4) members of the Union who are delegates to the conventions or conferences of the Ohio Federation of Teachers, American Federation of Teachers, or AFL-CIO shall be released without pay for three (3) days leave each per convention or conference, to attend such function. Members may also use available paid time off (except sick leave) to attend such conventions or conferences.

3.06 Union Release Time for Representation:

Union Representation: Union officers and/or representatives may attend pre-scheduled grievance, disciplinary and labor-management meetings between the Union and Library without the loss of pay.

A representative will be named for each location and this representative will be utilized at their respective location. In the event a representative is not available at a specific location and a representative needs to travel from a different location, said representative will be granted release time for travel to and from the location.

3.07 Dues Checkoff:

The Library agrees to deduct from the wages of a bargaining unit member all initiation fees and dues in equal amounts each payroll period and remit all such dues deducted to the Union on a monthly basis upon written authorization by the bargaining unit member. The Library shall transmit such information electronically in a common, commercially

available electronic format and shall include the worker's full name, wage rate and hours scheduled per week.

A. Authorization Cards:

The Library will deduct dues from the pay of members who are members of the Union upon receipt of written authorization cards. Authorization cards should be submitted to the Fiscal Officer or designee. This authorization shall remain in effect from year to year until revoked in writing by the bargaining unit member. Written notice for the purpose of revoking dues must have the signature of the bargaining unit member, transmitted to the Library through the Union and will be effective thirty (30) days after delivery to the Library. The Library shall direct members to the Union upon receipt of such notice directly from the member. Such revocation is only effective if received by the Union and forwarded to payroll during the month of December. The Union shall notify the Library of any changes in the amount of dues to be deducted.

B. Cessation of Deductions:

The obligation of the Library to make such deductions shall cease when the member:

- a. Resigns or is separated from employment;
- b. Is laid off from employment;
- c. Is on unpaid leave of absence when the dues deductions would otherwise be made;
- d. Is no longer employed in a bargaining unit position;
- e. At any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues.
- f. provides written notice of revocation in compliance with Section G.(1.) above

The Library shall notify the Union when such pause/non-payment of dues occurs and the reason for the pause/non-payment.

C. Indemnification:

The Union agrees that it will indemnify, defend and hold the Library harmless from any claims, suits, demands, and/or other action regarding or growing out of these deductions and commenced by any member against the Library. The Union assumes full responsibility for the disposition of the dues deducted once they have been turned over to the Union.

3.08 Labor Management Committee

The Union and the Library will jointly establish a committee for the purpose of discussing issues and concerns, including issues involving health and safety of members while

working, work toward solutions and explore remedies to facilitate communication between the Library and the Union in the hope of fostering a mutually beneficial relationship. The Committee will be made up of three (3) members of management and up to three (3) bargaining unit members as chosen by the Union. The Union will designate one Committee member as a liaison. The Committee will meet quarterly during a time that is mutually acceptable to both parties. The parties may agree to meet more frequently or before the next quarterly meeting upon mutual written agreement. Union members attending Committee meetings that occur during work hours shall attend without loss of pay. The Union liaison and an Employer representative will mutually establish an agenda for the Committee meetings. Committee meetings are not to be used to settle grievances or negotiate specific topics covered under this agreement. Minutes of the committee meeting will be taken and may be shared with the parties' respective constituencies.

ARTICLE 4 LIBRARY RIGHTS

4.01 Management Rights:

Except as specifically limited by an express term of this Agreement, the Board shall retain and have the sole and exclusive right to manage, operate and exert administrative control of the business of the Library in addition to all other functions and responsibilities which are required by law, including those rights as are expressly set forth in the Ohio Revised Code Section 4117.08(C) and all management rights repose in it. Particularly, the Board's exclusive Management Rights include, but are not limited to, the following:

- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions, equipment and programs of the Library, the developing and implementing of patron policies, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage, direct and supervise its employees, including the right to select, hire, promote, transfer, assign, schedule, evaluate, retain, layoff and recall, or to reprimand, suspend, demote, discharge, or discipline its employees, and to maintain order among employees;
- C. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- D. To manage and determine the location, type, and number of physical facilities of the Library and establish hours of operation;
- E. To determine and take action to carry out the Library's goals, objectives and overall methods; the process, means and personnel by which operations are to be conducted; and the overall mission of the Library as a governmental unit;
- F. To determine the size, composition, and adequacy of the work force; to determine job classifications and the appropriate compensation levels for each;

- G. To establish, alter and change work schedules and organizational structure of the Library;
- H. To establish, modify, consolidate, and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required, areas worked, work locations, and the number of employees required to be on duty or employed in any area or department of the Library;
- I. To determine when a job vacancy exists and the qualifications required;
- J. To determine the necessity to schedule overtime and the amount required thereof;
- K. To maintain the security of records and other pertinent information;
- L. To maintain and improve the efficiency and effectiveness of the Library's operations;
- M. To determine and implement necessary actions in emergency situations;
- N. To attain the best possible operation of the Library, to improve the physical plan and condition of the Library, to eliminate waste, conserve materials and supplies, and to establish efficient and economic methods of operation for the improvement of services provided to the general Public.

4.02 Work Rules and Policies:

- A. Except where expressly limited by specific terms of this Agreement, the Board shall maintain the right to establish and from time to time amend employment policies and work rules of employee conduct.
- B. The Union hereby recognizes the authority and responsibility of the Board to promulgate work rules, policies, standards of conduct, and directives for the operation of the Library system. 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).
- C. New or revised work rules and policies shall be made available to bargaining unit employees and the Union five (5) workdays in advance of their implementation, except for unforeseen emergency situations that preclude compliance with this requirement.

4.03 Reservation of Rights:

The Union and its members recognize and accept that all rights and responsibilities of the Board not expressly restricted or modified by the express terms of this Agreement shall remain the right, responsibility and function of the Board and are exclusively reserved by the Board. The Board 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.

ARTICLE 5 PLEDGE AGAINST DISCRIMINATION

- 5.01** Neither the Library nor the Union or its officers or members shall discriminate against any employee on the basis of race, religion, color, national origin, citizenship, ancestry, sex, sexual orientation, gender identity, pregnancy, military status, employee organization, political affiliation, age, disability, genetic information, or any other legally protected class. The Library and the Union agree to abide by the provisions of applicable Federal and State law regarding these matters.
- 5.02** The Union and the Library shall share equally the responsibility for applying this provision of the Agreement.
- 5.03** The Library and the Union agree that in the event a bargaining unit member files a grievance under this Agreement alleging a violation of this article but also has a right to file with the EEOC, OCRC, or any other administrative agency alleging discrimination by the Library, that such grievance shall be automatically stayed pending resolution of the matter through the EEOC, OCRC, administrative agency and/or courts. The final decision of the administrative agency or court (including all applicable appeals) shall be deemed final and binding on the issue presented in the grievance.
- 5.04** Neither Party shall interfere with, restrain, coerce, or otherwise discriminate against any members in the bargaining unit for exercising their right to join or not to join the Union.
- 5.05** All references to "he", "she" or "they" in this Agreement are for administrative convenience only and is intended to apply to all members. If any masculine or feminine gender description is used herein, it shall be construed to include all genders.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 Definitions:

- A. A "grievance" is defined as a dispute regarding the application or interpretation of, or any alleged violation of, an article or section of this Agreement.
- B. A "grievant" is defined as any bargaining unit member or group of members that alleges a grievance.
- C. A "class grievance" is defined as a grievance which is presented by or on behalf of two or more members involving a problem common to the group grieving. If a class grievance is filed, all adversely affected members must be identified by name and sign the grievance when the grievance is filed. All grievants will be bound by the outcome of the grievance.
- D. A "day" is defined as a calendar day, unless otherwise stated.

6.02 Time Limits:

- A. It is the intention of the Library and the Union that all time limits in the grievance shall be met. All grievances must contain the required information and be processed at the proper step in order to be considered at subsequent steps unless the parties agree, in writing, to skip a step. If a grievance is not submitted by the grievant(s) within the time limits provided at any step, the last response received from the Library shall be deemed to be the final adjustment of the grievance and further appeal shall be barred. Any grievance not answered by the Library within the time limits at any step shall be considered denied on the last day that a response was due and may be advanced by the grievant(s) to the next step in accordance with the timeframe in the grievance procedure.

6.03 Grievance Required Information:

- A. All written grievances shall contain the following information:
1. Grievant's name(s) and signature;
 2. Grievant's position/classification;
 3. Date grievance was first discussed informally with the immediate manager;
 4. Identification of grievance step and date grievance was filed in writing;
 5. Date and time and location grievance occurred;
 6. A description of the incident(s) giving rise to the grievance;
 7. Specific Article(s) and Section(s) of the Agreement violated; and
 8. Desired remedy to resolve the grievance.

A written grievance shall be presented on the Union's grievance form (see Appendix ____).

6.04 Release for Grievant(s)/Representatives:

- A. The parties agree to act in a manner of professional courtesy, and will attempt to, whenever reasonably possible, schedule meetings described in this Article during the working time of the grievant without loss of pay. The members attending a grievance meeting are required to notify their managers of the date and time of any meeting as soon as it is scheduled. The Library shall not incur any overtime expense because of this provision, and the grievant shall not incur any loss of lunch or break time.

6.06 Steps:

- A. It is the mutual desire of the Library and the Union to provide for the prompt adjustment of grievances. Reasonable efforts shall be made by the Library and the Union to affect the resolution of grievances at the earliest possible step. The Union Leadership is entitled to receive copies of all notices and written dispositions pertaining to a grievance when requested. At any step in the grievance procedure, a grievant has the right to be accompanied by a Union Representative or not to be accompanied by a Union Representative. However, only the Union Executive Board can approve and authorize any appeal of a grievance to Arbitration.

1. Step 1: Informal Resolution/Immediate Manager:

Within seven (7) days of the occurrence that gave rise to the grievance, the member must meet with their immediate manager or designee to try to resolve the issue. In the event the immediate manager is unavailable due to absence or vacation, the member shall provide notice of the attempt to meet via email to the immediate manager.

2. Step 2: Assistant Director:

If the grievance is not successfully resolved through Step 1, the Informal Resolution level, in order for a grievance to receive any further consideration, within seven (7) days of conclusion of the Step 1 meeting, the grievant must reduce the grievance to writing on the appropriate grievance form setting forth the required information therein, and file the completed and signed grievance form with the Assistant Director. The Assistant Director or designee shall have seven (7) days from receipt of the signed grievance form in which to schedule and hold a Step 2 meeting with the grievant and the appropriate Union representative. The Assistant Director will respond in writing, within seven (7) days of the conclusion of the Step 2 meeting.

3. Step 3: Director:

If the grievance is not resolved in Step 2, the grievant may refer the grievance to the Director or designee, within seven (7) days after receiving the Step 2 reply or within seven (7) days of when the Step 2 reply was due if no reply was received within the specified timeframe. The Director or designee shall have seven (7) days in which to schedule and hold a meeting with the grievant and the appropriate Union representative. The Director, or designee, will respond in writing, within seven (7) days of the conclusion of the Step 3 meeting.

4. Step 4: Arbitration:

If a grievance is not resolved at Step 3 the Union may pursue binding arbitration.

- a. Optional Voluntary Mediation: However, upon the mutual written agreement of the parties, prior to filing for binding arbitration under this step, the parties may mutually agree in writing to submit the grievance to non-binding mediation using a mediator from the State Employment Relations Board (SERB) or Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediator. Any resolution/settlement reached during mediation will be reduced to writing and signed by a representative of each party. In the event there is a cost for mediation, the expense will be shared equally between the parties.

To engage in arbitration, the Union must submit an intent to arbitrate in writing to the Director, within fourteen (14) days after: (a) receipt of the Step 3 response or, (b) when the Step 3 response was due if not received within the specified timeframe or, (c) the conclusion of any unsuccessful mediation. Failure to request arbitration in a timely manner shall render the grievance settled in accordance with the last response of the Library.

Within seven (7) days of serving the intent to arbitrate upon the Director, the Union will request a panel of seven (7) arbitrators from FMCS. Either party may reject the entire panel of arbitrators once for each grievance appealed to arbitration, and the rejecting party shall request the new panel from FMCS. The Union and Library will take turns, determined by coin flip, to strike names from the list, until one arbitrator remains. Alternatively, the parties may mutually select an arbitrator.

That Arbitrator selected will be assigned to hear the grievance. The arbitrator shall have jurisdiction only over the grievance submitted. Multiple grievances (not counting a class grievance, which is deemed to be "one grievance" for purposes of this section) being heard by one arbitrator at a single hearing is prohibited except upon specific written agreement of the Library and the Union to do so.

The arbitrator shall limit their decision strictly to the interpretation, application, or enforcement of the specific Articles and/or Sections of this Agreement at issue in the grievance and their decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, or add to, subtract from, or modify the language therein in arriving at their determination on any issue(s) presented. The arbitrator shall expressly confine themselves to the precise issue(s) submitted and shall have no authority to determine any other issue(s) not so submitted for arbitration or to submit observations or declaration of opinion which are not directly essential in reaching a decision on the issue(s) in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

There shall be no retaliation or adverse action taken against a grievant(s) or the Library for the filing of a grievance or due to the results of grievance

6.07 Arbitration Fees and Expenses:

Each party shall bear the cost of its own attorney and any non-member witnesses called by the party. The cost of the arbitrator will be split equally between the parties. The party asking for one shall pay the fees of the court reporter. Such fees shall be split equally if both parties desire a court reporter or request a copy of the transcript or recording. All other expenses and fees shall be borne by the party incurring the expenses and fees.

6.08 Arbitration Witnesses:

The aggrieved bargaining unit member(s), the Union President and any member 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 without the loss of compensation.

6.09 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 7 PERSONNEL FILE

7.01 Members shall have the right to review their personnel file in the presence of the Fiscal Officer or designee at a mutually agreeable time. The member shall have the right to obtain a copy of any and all documents found in their personnel file in a reasonable period of time at no additional cost to the member.

7.02 The member may submit a rebuttal to discipline, a performance review, report, or a complaint within a reasonable period of time of knowledge of the same for placement in their personnel file.

7.03 Members may request the removal of documents from their personnel file that they believe are untimely, irrelevant to their employment, or untrue. The decision to remove such document(s) rests with the discretion of the Library.

7.04 No anonymous complaints shall be placed into a member's personnel file.

- 7.05** Members shall be made aware when the Library receives a public record request seeking the member's personnel file or other public record(s) of the member. Any copies given to the public through the record request shall also be given to the member.

ARTICLE 8 DISCIPLINE

8.01 Definitions:

A. "Day" shall be defined as calendar day.

- 8.02 Discipline Procedure:** The Library will not discipline a member without just cause. The purpose of discipline is to be corrective in nature. The level of discipline will be related to the severity of the offense, the member's record of discipline or lack thereof, and any mitigating or extenuating circumstances.

The forms of discipline are as follows:

Verbal Warning(s), reduced to writing
Written Warning(s)
Suspension(s) - paid or unpaid
Discharge/Termination

- 8.03** Discipline shall generally be progressive in nature, 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 discharge, may be implemented for a first offense. In addition, at the sole discretion of the Library, steps may be repeated.
- 8.04 Union Representation:** Members shall have the right to Union representation at all steps of the disciplinary procedure, including investigatory meetings and pre-disciplinary/Loudermill meetings. The Library shall notify a member of their right to union representation at the start of the meeting and not proceed unless the member has affirmatively waived their right to representation.
- 8.05 Pre-Disciplinary Meeting:** When the Library determines that discipline may result in a suspension, discharge or loss of pay, a pre-disciplinary meeting will be scheduled to provide the employee with an opportunity to respond to the allegations against them. The member will be provided with written notice, setting forth the allegations against them and listing the time and place of the pre-disciplinary meeting at least twenty-four (24) hours in advance. The meeting shall be scheduled during work time of the member and a Union representative with no loss of compensation.
- 8.06 Documentation and Rebuttal:** Any disciplinary measure taken will be followed by written documentation given to the member prior to placement in the member's file. The member will sign the document attesting that they have received a copy of the document and have had the opportunity to read the document. The member's signature does not indicate the member agrees with the content of the item being placed in their file, it is simply acknowledgement of receipt. All members shall have the right to attach a written rebuttal to disciplinary action.

- 8.07 Appeal of Discipline:** Members terminated for any reason during their new hire probationary period shall have no right to appeal their removal through the grievance procedure. Members shall have the right to appeal suspensions or discharges/termination starting at step two (2) of the grievance procedure. All other discipline must start at Step one (1) of the grievance procedure.
- 8.08 Immediate Removal Situations:** When deemed in the best interest of the Library to do so, the Library may place the member on paid administrative leave for as long as is reasonably necessary to investigate the matter and implement appropriate disciplinary action.
- 8.09 Prior Discipline:** Records of verbal warnings and written reprimands shall cease to have force and effect one (1) year from the date of issuance provided no intervening discipline has occurred. Records of suspensions shall cease to have force and effect two (2) years from the date of issuance provided no intervening discipline has occurred. However, the Library must comply with Ohio Public Records law and shall maintain such records in accordance with Ohio law and the Library's record retention schedule.
- 8.10 Coaching:** The Parties recognize that there might be situations in which the Library, in its discretion, may engage in one-on-one coaching with employees. Coaching is not considered a form of discipline.

ARTICLE 9 REVIEWS

- 9.01** The Library will schedule annual Reviews. Reviews are designed to provide an opportunity for professional open discussion between the member and their manager concerning job performance, work relationships, and providing feedback to the member. Reviews will occur at least annually or more if requested by the member or management.
- 9.02** In preparation for the review, the member and the manager will provide each other with topics to discuss at the review no less than twenty-four (24) hours prior to the meeting. The manager's notes from the annual review will be read and signed off on by the member and the manager. The member's signature will denote that the notes are an accurate reflection of the conversation.
- 9.03** In the event an action plan is developed for the member to reach goals, the member and their manager will acknowledge what part of the plan they are responsible for, what help or assistance they will need, and a timeline for completion. Follow-up meetings will be scheduled as needed to review and complete the action plan.

ARTICLE 10 PROFESSIONAL DEVELOPMENT

- 10.01** The Library agrees to provide the means (cover the cost for the program, travel, food and lodging) for members to take advantage of opportunities which promote continuing education, training and upgrading of members, as set forth in the Library's mission.
- 10.02** Members attending professional development events for one day, returning that same day, shall be paid for all time spent traveling to and from the event. Meal periods that are not part of the event and time spent traveling to and from the employee's home to the point of

departure are not counted as hours worked. Professional development events that require overnight travel will count as seven (7) hours of work for each calendar day of the event or spent in travel to or from the event. Members attending professional development events requiring overnight travel are not expected to spend more than seven (7) hours on event-related activities each day.

- 10.03** The Library reserves the right to make all travel arrangements for the member or set a limit on travel expenses; and to establish limits on food and other daily expenses, and/or establish a per diem for daily expenses.
- 10.04** Members may request to attend or be requested to attend Professional Development or Training related to the work of the member or the mission of the Library.
- 10.05** When requested by the member, the Library will approve or deny a request no later than fourteen (14) calendar days after the request is made unless further information is required to make an approval.
- 10.06** The Library shall cover 100% of Ohio Library Council membership dues for members who wish to join and become active in the organization.

ARTICLE 11 PROBATIONARY PERIODS

- 11.01** Every newly hired and promoted employee will be required to successfully complete a probationary period.
- 11.02** The probationary period for new employees shall begin on the first day of work and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee will meet with their manager to review performance no less than thirty (30) calendars prior to the end of the probationary period. A probationary member may be terminated for any reason and at any time during their probationary period and shall have no right to appeal termination through the grievance procedure.
- 11.03** Any employee who is promoted shall be required to successfully complete a promotional probationary period of sixty (60) calendar days. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to their former position or equivalent.
- 11.04** The Library may, with the agreement of the Union President, extend the new-hire probationary period for an employee who is under performing by up to an additional ninety (90) calendar days. The Library, with the agreement of the Union President, may extend the promotional probationary period for an additional thirty (30) calendar days.

ARTICLE 12 HEALTH AND SAFETY

12.01 Environment:

- A. The Library shall provide a comfortable, safe, clean, professional, and healthy work environment for all of its members. The Library environment and equipment will be maintained in accordance with standards set by state and federal law and regulations.
- B. The Library will identify a weekend on-call administrator and/or manager for members to rely on in emergency situations.
- C. For the safety of members and patrons, members shall have access to keys to lock and unlock all doors in their usually assigned working location(s).

12.02 Reporting:

Members shall report any allegedly unsafe conditions, situations, or events within twenty-four (24) hours of its discovery and may do so verbally or in writing on the Employer's incident form. There will be no negative repercussions or retaliation for truthful, honest, and good faith reporting of environmental issues.

12.03 Injury:

Any and all injuries, including instances of physical assault, must be reported to the affected member's manager, in writing within twenty-four (24) hours of the occurrence, provided that the member is able to make such a report.

12.04 Training:

- A. Annually, the Library shall provide members with emergency response training including how to respond in the event of a tornado, fire, and/or act of violence or lockdown situation.
- B. Members who believe they require additional training on any Library policy or procedure shall direct their request for additional training to their manager.
- C. If the Library requires members to seek outside training, the Library shall pay the costs associated with the training, and members may attend the training on Library/working time without the loss of pay.

12.05 Inspection Results:

After a concern related to health and safety has been reported by a member and the Library has investigated the concern which required tests or inspections on Library property, the Union member filing the concern will be provided a copy of the test or inspection findings and/or recommendations within a week of the Library receiving the same.

12.06 Disease/Illness:

When a member is scheduled to attend an event at the location of a community partner, such as but not limited to a school, day care, nursing home, or community center, and the member is concerned as to the status of disease transmission at the partner's location prior to the date of the event, the member may consult with their manager. After an inquiry of the community partner, Library management will consult with the member(s) and then use their best judgment on whether to proceed with the event as scheduled.

12.07 Bed Bugs:

- A. The Library shall provide for the regular inspection of the Library's premises for the prevention and extermination of bed bugs.
- B. Members will receive annual training on how to identify bed bugs and the proper procedure for disposing of the pest and/or any contaminated library materials. Incident reports of bed bug findings shall be filed.

12.08 Professional Work Environment:

The parties agree that the library is a professional work environment. Consequently, the parties agree that administration and bargaining unit members are to treat one another with respect and consideration in the performance of their duties.

ARTICLE 13 EMERGENCY CLOSURES

13.01 Determination and Notification:

- A. The Library may, in its determination, close or delay opening the main library and or branches due to weather or other emergency conditions. Such determinations will be reported by the Library to members as soon as reasonably possible after the determination is made.
- B. If it is determined that the Library cannot open at the announced delayed opening time and must either open later or close for the day, the Library will make that announcement in the same manner as above.

13.02 Inability to Report When Library is Open:

On any day the Library is open, members who are scheduled but unable to report to work due to emergency conditions are required to contact their manager. In such an event, employees may use vacation, personal or sick leave for the day.

13.03 Single Branch Closure:

If only one (1) of the Library's buildings/locations is closed due to an emergency situation, members scheduled at that branch may be sent home without loss of pay or be reassigned to another building or location at the discretion of management.

13.04 Inability to Report When Library is Closed

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. Members scheduled for vacation or sick leave on the day of an unscheduled closing will be regularly compensated and not have the time charged to the relevant leave bank. Members 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.

13.05 Pre-planned Closings:

When there is a pre-planned closing of the Library (e.g. for repairs), members will be notified as far in advance as reasonably possible. Members will be temporarily reassigned to a different location or will be assigned to work from home without a loss of pay.

13.06 Extended Closures:

If the entire Library is closed for more than three (3) consecutive days due to an emergency (e.g. pandemic or emergency declared by a governmental authority), either the Library or Union may request a meeting with the other party, in-person or virtually, to discuss an appropriate course of action.

ARTICLE 14 HOURS OF WORK

14.01 Purpose:

This Article is intended to be used for the purpose of outlining work hours, scheduling, and computing overtime for non-exempt employees under the Fair Labor Standards Act (FLSA). Paid leave, including sick leave, holiday and vacation and compensatory time will not be included as hours worked when computing overtime.

14.02 Open Library Hours and Public Service Desk Working Hours:

The typical regular open library hours for purposes of schedules are between the hours of 9 am and up to 8 pm. In the event the Library determines the need to adjust open hours, it will provide advance notice to the Union Leadership, and, upon request of the Union Leadership, the parties agree to meet and bargain over the impact of the decision.

Public Service Desk Members may be required to report to work up to 30 minutes prior to opening and/or after closing of the Library as part of their regularly scheduled hours but may come in earlier or stay later with the agreement of the manager. Tentative desk schedules, subject to possible change, will be provided to members no later than seven (7) calendar days in advance.

14.03 Regular Working Hours:

The Library shall establish the number of hours and schedule of members. Evening and weekend work may be required. A “full-time,” member must be regularly scheduled to work at least 35 hours per week. A “part-time,” member must be regularly scheduled to work at least 21 hours per week.

When extra work is available, full time Members shall have the option to work up to forty (40) hours per week and part-time Members shall have the option to work up to twenty-eight (28) hours per week.

14.04 Saturday Swaps:

Members who are scheduled to work on a Saturday may swap their Saturday work schedule for the week with another member on a voluntary basis. However, the members must provide their manager with notice, sufficiently in advance, when a member has agreed to swap with another member. In the event a Member is unable to work their Saturday shift due to illness, it will be the responsibility of the manager to find coverage.

14.05 Events Outside of Regular Hours:

The parties recognize that there are times where events and programs will fall outside of the Library’s normal operating hours and the normal working hours of Members. When events or programs outside of normal hours are approved by management, the Member(s) working the program or event and their manager(s) will discuss adjustments to their schedule(s) in order to work the program within their budgeted working hours, or with extra hours if mutually agreed to.

14.06 Picking up Open Shifts and Events Inside Regular Work Hours:

If there is an insufficient number of Members to provide coverage for regular library hours, the Library may first fill the need by requesting a member(s) to modify their work location to provide coverage for the same hours. If an insufficient number of members volunteer to provide adequate coverage, the Library will assign a member(s) for the hours so long as the work will not result in overtime for a full-time employee or result in a part-time employee working over 28 hours in a week. If there is still an insufficient number of members to cover the hours, management may fill the need with non-bargaining unit employees or may close the branch or cancel the event. This procedure will be applied for planned absences resulting in open shifts on the schedule (not call-offs last-minute/the day of).

When planning for events requiring additional staff coverage, the Library will first seek volunteers by posting about the staffing need(s). Volunteers will be accepted on a first come first serve basis, so long as the event will not result in overtime for the full-time member or result in a part-time member working over 28 hours in a week. If there is still an insufficient number of volunteers, management will work with the programmer to determine how to proceed with the event. Whether to proceed with an event is at the discretion of management.

When known in advance, managers will give notice of any change to a member's regularly scheduled hours and locations, as soon as known.

14.07 Meal Breaks:

Members who are scheduled to work more than six (6) or more hours in a workday will receive a 60-minute unpaid duty-free meal break unless a shorter meal break is mutually agreed upon with their manager. Members will take their meal period at a time agreed to with their manager. Members will be relieved of all duties during meal periods. There is no obligation for Members to remain on library property during meal breaks.

14.08 Rest Breaks:

Members scheduled over four (4) working hours are entitled to a fifteen (15) minute paid rest break in addition to their meal break (when applicable). Members scheduled over six (6) working hours will be entitled to two fifteen (15) minute paid rest breaks in addition to their meal break.

14.09 Off-site Projects:

The parties recognize that there may be certain situations where Members will be able to complete certain projects off-site. If a Member has identified a project(s) that may lend themselves to off-site work, the Member may bring it to their manager for consideration. Approval of any off-site projects will be at management discretion and based on the Employer's needs and scheduling availability. Such approved off-site projects may occur on a regular basis. Any Employer-owned technology equipment that is approved by management to be used off-site must be signed out by the Member. Hours that are approved by management to work on off-site projects will be documented in the appropriate manner.

14.10 Overtime:

Non-exempt Members should be scheduled in such a way as to avoid the necessity of overtime pay. If overtime is necessary, the prior authorization of a manager is required. Failure to receive authorization for overtime may result in disciplinary action.

14.11 Flex Scheduling:

With pre-authorization of their manager, Members may flex their regularly scheduled hours by either working through their meal break, coming in early/staying late, or working a sixth day within the same work week. Members may flex hours in the same workweek or between two different work weeks that are in the same pay period, so long as their hours for any week do not exceed forty (40) hours for full-time or twenty-eight (28) hours for part-time and their total hours for the pay period do not exceed their regular budgeted hours unless extra work has been approved in advance by management. In no event shall flex scheduling result in overtime in any week.

ARTICLE 15 VACANCIES, JOB POSTINGS, AND INTERVIEWS

15.01 Section Definitions:

- A. A “vacancy” is defined as a bargaining unit position that the Library intends to fill.
- B. “Qualified” is defined as possessing the prerequisite skills and abilities to perform the required work. When evaluating the candidate’s qualifications, the minimum skills and abilities set forth in the position description and notice of opening, as well as the candidate’s experience, academic qualifications, education, work record, and previous job performance are considered.
- C. “Transfer” is defined as a reassignment of the member’s main location/department on a long term or permanent basis, which may be voluntary or involuntary.

15.02 Notice of Vacancy and Applications:

- A. When a vacancy occurs, the Library shall post a notice of the vacancy on the Staff Intranet (Forum) with a link to the position posting on the Library’s website. Current members who are interested in the vacancy shall send a notice of interest to the Library’s job email address.
- B. The notice of vacancy will contain the location (if known), position/classification, minimum qualifications, grade, and department (if known). Members will have seven (7) calendar days from the first date posted to give notice of interest for the vacant position.

15.03 Interviews:

- A. When a member(s) provides a notice of interest for a vacancy the Employer will contact members who meet the minimum qualifications and requirements for the position as stated in the job posting in order to schedule an interview prior to interviewing external candidates.

15.04 Selection and non-selection:

- A. The Employer will fill the vacancy with the most qualified candidate. In the event two or more members are equally the most qualified, the vacancy will be offered to the most senior member.
- B. The Library shall notify all internal members who interviewed for but were not selected for the position before announcing who will be filling the vacancy.
- C. When necessary to involuntarily transfer a member to a different location or department on a long-term or permanent basis, the Manager will meet with the member, provide the rationale with at least thirty (30) calendar days’ notice. When management involuntarily transfers a member on a long term or permanent basis to another location/department and no vacancy exists, management will request volunteers from

the other location/department who want to move to the involuntarily transferred member's former location/department. If there are no volunteers, management will decide who to move.

ARTICLE 16 SENIORITY

16.01 Seniority

A. Definitions:

Seniority, for purposes of this Agreement, shall be based on continuous service with the Library. Seniority shall be applied only in those matters where seniority is a factor.

B. Seniority List:

The Employer will maintain and update, as needed, a seniority list which will be shared with the Union Leadership after each update. Questions or problems with the seniority list may be discussed, upon request, during a labor-management meeting.

C. Same Date of Hire:

If the date of hire of two or more Members are the same date, their placement on the seniority list shall be determined by previous public service credit. It will be the responsibility of the member to provide evidence of previous public service credit at the time of hire. In the case a tie still exists the members will flip a coin.

D. Seniority and Temporary Assignment:

A Member 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.

E. Break in Seniority:

1. Accrued seniority is eliminated when a Member:

- i. Resigns or quits and is not rehired within twelve (12) months;
- ii. retires;
- iii. is terminated or removed from employment for just cause;
- iv. is reduced or furloughed for more than eighteen (18) months;
- v. fails to accept a recall to a vacancy in the same classification within seven (7) days of receipt of the recall notice.

F. Resignation and Seniority:

A Member 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.

1. A Member who is promoted out of the bargaining unit and returns to the bargaining unit will retain the seniority held at the time of promotion.

G. Reductions, Furloughs and Seniority:

A Member who is reduced or furloughed and is recalled will retain seniority accrued prior to reduction or furlough and will continue to accrue seniority during the recall or furlough period.

H. Leave of absence:

Any Member on a leave of absence, whether paid or unpaid, will retain and continue to accrue seniority during the entire time of the leave, unless they fail to return after said period of leave.

16.02 Reduction In Force

A. Definitions:

The term “reduction” refers to a permanent reduction in force affecting one or more Members of the bargaining unit. The term “furlough” refers to a temporary reduction in force affecting one or more Members of the bargaining unit, with the intention to recall those Members at a future date. Furlough may be a reduction in hours or schedule or for a set number of days.

B. Reasons for and Notification of Reduction/Furlough:

In the event a reduction or furlough is believed necessary due to lack of work, lack of funds, levy failure, or abolishment of positions for the efficient operation or reorganization, whenever possible, the Employer will notify the Union ninety (90) days prior to the anticipated date of reduction or furlough. The notice to the Union Leadership will include:

- (1) the name and contact information for the Employer official to contact for further information about the reduction or furlough,
- (2) a statement as to whether the planned event is expected to be permanent or temporary,
- (3) the expected date of the first reduction/furlough is to take place and the anticipated schedule of employment separation, and

- (4) the classifications affected; and
- (5) the reason for the reduction or furlough

C. Meeting and Layoff List:

Within ten (10) days of the above-mentioned notice, the Employer will meet and confer with the Union Leadership to discuss options and alternatives to reductions and/or furloughs. As part of the discussion, the parties may discuss redistribution of hours and any other means to prevent a reduction. Prior to this meeting, the Employer will provide the Union with a current seniority list and the Library's Organizational Chart.

D. Reduction and Furlough Procedure – Displacement:

If it is determined that a reduction or furlough is needed, the Employer may request volunteers to be reduced or furloughed prior to enacting the procedures outlined in the remainder of this section. If no volunteers or too few volunteers are found, reductions and furloughs within the affected classifications will be in order of seniority with the least senior Member in the affected classifications being the first to be reduced or furloughed.

The Employer will provide the affected Member(s) with written notice not less than sixty (60) days in advance of the anticipated effective date. Affected Members, means those members who hold positions that are being reduced/furloughed.

The least senior Member in the affected classification may choose to accept the reduction or furlough, or may choose to exercise, if available, "bumping rights" in the following order:

- i. Members in the bargaining unit to be reduced or furloughed may accept appointment to a vacant position in the same pay grade.
- ii. Members in the bargaining unit to be reduced or furloughed may accept appointment to a vacant position in the next or successively lower pay ranges.
- iii. Members in the bargaining unit to be reduced or furloughed may displace a bargaining unit Member in another classification in the reduced or furloughed Member's pay range who has the least seniority, provided that the displaced Member has less seniority than the reduced or furloughed Member.
- iv. Members in the bargaining unit to be reduced or furloughed may displace the Member with the least seniority in a position in the next lower pay range, provided the displaced Member has less seniority than the reduced or furloughed Member. If there are no Members in the next lower pay range with less seniority than the affected Member, or the Member is not qualified for the position in the next lower pay grade, the process continues down through the classification system until the affected bargaining unit Member reaches an

available position for which their seniority and qualifications allow them to continue working.

In the event a Member is displaced (“bumps”) to another classification that Member must meet the minimum qualifications and be able to fully perform the duties of the classification to which they are displaced at the time of displacement.

A bargaining unit Member who displaces (“bumps”) into a lower pay range will be placed at their current rate of pay up to, but not exceeding, the maximum rate within the new range.

E. Recall:

In the event of a reduction or furlough the Employer will maintain a recall and furlough list and will supply the list to the Union Leadership each time a change is made to the list. The recall and/or furlough list will contain the Member’s name, date of reduction or furlough, and classification.

In the event of a reduction or furlough, recall will be made in the reverse order of the reduction or furlough. Thus, the last Member to be furloughed will be the first to be recalled. Members retain recall rights for eighteen (18) months. Furloughed Members will be notified of all vacancies and will be recalled to the first vacancy in the same position. The furloughed Member may also request to be recalled to the first vacancy of a position in the same or lower pay range level for which the Member is qualified.

In the event a Member is recalled from reduction or furlough to another classification that Member must be able to fully perform the duties of the classification to which they are displaced at the time of displacement.

If a vacant position would be a promotion, the Member may apply by supplying a notice of interest for the position.

A Member who is recalled from reduction or furlough into a lower pay range will have the option of accepting or rejecting the offer. If the Member rejects the offer, they will remain on the recall list. If the Member accepts they will be placed at their rate of pay at time the reduction or furlough occurred up to, but not exceeding, the maximum rate within the new range. If their rate of pay at the time of the reduction or furlough occurred exceeds the maximum rate in the new range, then they shall be placed at the maximum rate.

A Member recalled to their previous position will be placed at their previous rate of pay, provided that if the Member’s previous rate of pay is below the new minimum for their pay grade they will be placed at the new minimum rate of pay.

Notice of recall will be mailed via certified mail, return receipt requested to the Member’s last known home address on file at the Library. Members will also receive a phone call at their last personal phone number on file at the Library from

the Employer notifying them of the recall. Each Member is responsible for notifying the Employer, in writing, of any change in home address or phone number during the reduction/furlough period. A Member who fails to contact the Employer for a return-to-work date within seven (7) days of delivery of the recall notice will be removed from the recall list and deemed to have voluntarily resigned employment. The Employer, the Member, and the Union President may mutually agree to a different return to work date in the event of extenuating circumstances.

At any time while a member is on the recall list, they have the right to notify the Library that they wish to be removed from the recall list or wish not to be contacted for recall to positions in a lower pay range.

ARTICLE 17 LEAVES

17.01 Sick Leave:

- A. **Eligibility and accrual:** All members will earn sick leave at a rate of .066 hours for each hour worked during the pay period. Each member may accumulate up to one thousand (1000) hours of sick leave time.
- B. **New member Transfer:** The Library shall adhere to OAC 123:1-32-10 - a member who transfers from one public agency to the Library shall be credited with the unused balance of the accumulated sick leave credit up to a maximum of one thousand (1000) hours. The Fiscal Officer will require an official accounting of hours from the member's previous Ohio public agency.
- C. **Notification of Usage:** Inability to report for duty because of illness or injury must be reported to the appropriate supervisor as soon as possible prior to scheduled work time. If the member anticipates needing to use more than one day of leave they should notify their supervisor of their anticipated date of return. A letter signed by a health care provider or other evidence of the need to be off work acceptable to the Library is required for any absence in excess of three (3) consecutive scheduled working days. Daily reporting is not necessary in cases where the member has been approved for sick leave for a specific time period for an extended illness or injury. Sick leave usage is recorded on their timesheet.

Sick leave may be used in increments of no less than one quarter hour (15 minutes). If time lost through illness exceeds the accumulated sick leave, the member will have the option of covering the time with either the member's available vacation leave, personal leave or other leaves.

- D. **Use of Sick Leave:** Sick leave may be used for the following and members will be compensated at their regular hourly rate:
 - 1. Member's health, Illness or Injury.
 - 2. Illness or injury of someone in the member's immediate family for which the member's presence is needed. Immediate family for sick leave purposes

includes the member's child, spouse or partner, parent, sibling, stepchild, stepparents, grandparents, grandchild, parent-in-law, or child-in-law.

3. Medical, vision or dental appointments.
4. Sick leave may be used to supplement bereavement leave when approved by the member's manager.
5. Pregnancy or childbirth.

17.02 Donations: A member may submit a written request for extra sick leave hours for unexpected, catastrophic medical needs. To be eligible, the member must have or will expect to exhaust all of the member's own sick leave.

In the event a regular full-time or regular part-time member has used all accumulated sick leave time, the Director and Fiscal Officer may approve transfer of sick leave hours from one member to the member who has used all their accumulated sick leave time. Only members who have accumulated more than 150 hours of sick leave time may donate sick leave time to another member.

Donation of sick leave time is limited to a maximum of 10 hours per month per donation. Members may only make two donation requests in a 12 month period, and may only receive up to 120 hours of donated sick leave time in a 12 month period.

To apply, the member must submit a written request to the Fiscal Officer or designee that includes the number of hours being requested and a doctor's statement of the member's need for the sick time. If the request is approved by the Fiscal Officer or designee, the Fiscal Officer or designee will solicit donations of sick leave hours from other staff members.

All donations are strictly confidential and in no instance will the donors' names or the receiving member/medical condition be revealed without their written approval except information subject to public records law.

17.03 Unused Sick Leave Payout: A member who retires from active service or upon death while employed by the Library or leaves the Library for any reason other than termination for cause and who has ten (10) or more years of service with the Library will receive payment for one-fourth (25%) the value of their unused sick leave up to a maximum of 250 hours payable at the member's current rate of pay. Such payment shall be made only once to a member and payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time.

17.04 Bereavement Leave: A member who experiences a death in their immediate family, as defined above in Sick Leave and including aunt, uncle, niece, nephew and cousin, may use up to five (5) bereavement leave days per death. The use of bereavement will not be deducted from the member's sick leave accumulation. Members may be required to provide evidence of the need to take time off for bereavement.

17.05 Vacation Leave:

- A. **Eligibility and Accrual:** All members are eligible to earn paid vacation leave in accordance with the following table:

Years of public service	Accrual rate per hour worked
Full time 0 to 4 years and part time	.038 (seventy hours, ten days)
Full time 5 to 9 years	.0577 (one hundred five hours, fifteen days)
Full time 10 to 14 years	.0769 (one hundred forty hours, twenty days)
Full time 15 to 20 years	.0962 (one hundred seventy-five hours, twenty-five days)
Full time with over 20 years	.1154 (two hundred ten hours, thirty days)

Members with service credit with the State of Ohio or any political subdivision of the State may use prior service credit for the purpose of computing vacation leave, except for members who have retired from a state offered retirement plan.

- B. **Payout upon termination:** Upon termination of employment members will receive payment for all earned, unused vacation at the member's current rate of pay.
- C. **Leave Usage:** Vacation leave may be taken as it is accrued and may be used in increments of no less than one quarter hour (15 minutes). All vacation must be approved by the member's manager. Generally, requests shall be two weeks prior to the vacation unless otherwise approved by the member's manager. Generally, the Library shall either approve or deny vacation leave usage within seven (7) calendar days of being submitted. Managers may deny vacation requests based on departmental need and shall provide rationale for the denial. The Library reserves the right to limit the number of members on vacation at any one time or to limit the number of members in the same department or location on vacation at any one time.

Full-time members may accrue up to a maximum of two hundred and ten (210) hours of vacation time. Part-time members may accrue up to a maximum of one hundred twenty-six (126) hours of vacation time.

17.06 Personal Leave: Full-time Members will be provided with twenty-one (21) hours and part-time members will be provided with twelve (12) hours of personal leave per year to be used at their discretion. Personal leave may be used in increments of one quarter of an hour (15 minutes). Members shall give notice of the use of leave in writing as far in advance as possible. In the event of an emergency, a member will provide notice to their manager as soon as possible.

Personal leave hours must be used in the calendar year they are available.

17.07 Holidays

A. **Holiday Compensation:** All Full time Members will be paid up to seven (7) hours on paid holidays. Part-time members will be paid four (4) hours on paid holidays. Paid holidays are paid out at the member's hourly rate of pay.

B. **Paid Holidays:** Members will receive holiday pay for the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day (observed on the Friday following Thanksgiving)
Thanksgiving Day
December 24th
Christmas Day

Holidays that occur during a member's vacation period will be recognized and paid as the holiday and not as a vacation day.

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

Generally, during the week where a holiday falls, members' schedules will be adjusted so that they do not exceed the regularly scheduled hours for the week.

17.08 Parental Leave:

A. **Procedures:** The Library will provide Paid Parental Leave to eligible members.

B. **Eligibility:** All staff are eligible for parental leave, regardless of part-time or full-time employment status. Members must be employed for twelve (12) months to be eligible.

C. **Qualifying Events:** Birth, adoption and any qualifying event related to birth or adoption, including the loss of pregnancy, recognized for FMLA leave will apply to Paid Parental Leave.

D. **Amount of Leave:** Eligible members will receive a maximum of up to six (6) consecutive weeks of leave at their weekly designated position hours at their regular hourly pay. The number of children involved in a qualifying event does not increase the amount of time granted. The Employer may request appropriate medical documentation. A member will receive a maximum of six (6) consecutive weeks of paid parental leave in a rolling twelve-month period regardless of whether more than one (1) qualifying event occurs.

- E. Coordination with Other Leaves:** Parental leave shall run concurrently with any available and applicable Family and Medical Leave Act (FMLA) leave. The Library policy for FMLA will also be applied to paid parental leave that also qualifies for FMLA.

A member on paid parental leave will maintain access to all previous benefits for members during the parental leave period as if they were taking any other form of paid leave.

If a paid holiday occurs while the member is on paid parental leave, the day will be recorded as paid parental leave and will not extend the total parental leave entitlement.

A member 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 member is on Paid Parental Leave as if the member was on an FMLA-qualifying leave.

- F. Notice Requirements:** members will make a reasonable effort to provide at least thirty (30) days advance notice of the need for parental leave. The notice of parental leave must be given to the Fiscal Officer or designee and provide relevant information concerning the qualifying event, the requested leave period, documentation from their health care provider (if applicable) and any additional documentation requested by the Library.

- 17.9 Jury Duty/Court Leave:** Members are asked to provide notice of jury duty immediately. While serving jury duty, members will receive full wages for the time the staff member was scheduled to work, the member must pay the amount of jury compensation received for those days to the Library, unless the member works their normally scheduled shift.

Members may keep paid reimbursement for parking and/or mileage. If a member is released from jury duty early, the member should contact their supervisor to determine if they should return to work.

Members will be granted excused absence from work without loss of pay when: the member is summoned for jury duty or the member is subpoenaed to appear before any court or other legal body authorized to compel the attendance of witness, provided that the staff member or a family member is not party to the action or will not directly nor indirectly benefit from the outcome of the case.

Members are required to provide proof of jury service or witness service.

- 17.10 Military/National Guard Leave:** The Library complies with state and federal law regarding a military leave of absence. Prior approval for military leave must be obtained from the Director. The request for such leave must be accompanied by a copy of all military orders, to the extent permitted by applicable law.

17.11 Family Medical Leave: Members are entitled to unpaid leave under the Family Medical Leave Act (FMLA) consistent with the application of State and Federal laws and the Library's FMLA policy.

17.12 All Leaves

- A. Responsibilities while on Leave:** Members will not be responsible for or asked to perform work duties while on leave, paid or unpaid. This includes but is not limited to reading and responding to emails.

While every effort will be made to approve leave requests, a request may be denied in order to maintain Library services. Leave requests shall not be arbitrarily or capriciously denied.

- B. Falsification/Fraud Use:** A member who abuses or falsifies leave records is subject to discipline, up to and including termination. In the event the Library believes a member has abused leave or falsified records of leave, the Library will conduct an investigation. During said investigation, the member may be asked to provide documentation of the purpose of the leave.

ARTICLE 18 WAGES

18.01 Wages

Pay ranges for bargaining unit positions are as follows:

Range	Classification	Job Titles	Minimum Rate	Maximum Rate
5	Librarian & Technician	Librarian- Library Degree, Graphic Designer, and IT Technician	20.00	39.36
6	Library Associate and Assistant	Associate Librarian, Youth Services Librarian, Digital Literacy Librarian, and Custodian	16.80	35.42

New hires will be hired at the applicable Minimum Rate of Pay. Bargaining unit members' compensation will fall within the applicable pay range for their position. In the event an annual wage increase (if any) would result in a member exceeding the maximum pay rate for their position, the member will move to the maximum pay rate only. In no event shall a member make more than the applicable maximum pay rate.

A. Annual Wage Increase

1. For year one (1) of this agreement, effective in the first full pay period after full execution of this agreement, bargaining unit members shall receive an eighty cent (\$.80) market adjustment to their current hourly rate and then a five percent (5%) annual wage increase to the adjusted hourly rate. If a member's wage does not meet the minimum rate after the market adjustment and year one wage increase, their hourly rate will be increased to the minimum rate.
2. For year two (2) of this agreement, bargaining unit members shall receive a three- and one-half percent (3.5%) wage increase effective the first full pay period that falls twelve months after the annual wage increase supplied in year one.
3. For year three (3) of this agreement, bargaining unit members shall receive a three- and one-half percent (3.5%) wage increase effective the first full pay period that falls twelve months after the annual wage increase supplied in year two.

To be eligible for the yearly wage increase, a bargaining unit member must be employed at least ninety (90) days prior to the applicable increase going into effect.

18.02 Ratification Bonus: Within thirty (30) days of full execution of this agreement, each member will receive a one-time ratification bonus of seven hundred dollars (\$700).

18.03 Tuition Payments

- A. Athens County Public Libraries' Board of Trustees support staff in obtaining a library science degree from an ALA-accredited institution or another degree applicable to the operation of the Library. The degree must benefit the library system and the Director has the final approval.
- B. The Library will allocate a minimum of \$10,000 annually for members who wish to receive tuition reimbursement. If, in the Library's discretion, it is unable to budget the allotted amount, the Library will notify the Union within one (1) week prior to the submission of the budget to the Board for approval. If any of the amount allocated by the Library for tuition reimbursement in any year remains unused at the end of the year, it will roll over into the following year for a maximum of \$20,000.
- C. The allocated annual allotment will be shared by all Members who wish to receive tuition reimbursement. In the event the total amount requested and approved exceeds the annual allotment, each member who has been approved shall receive a prorated amount of the annual allotment relative to the number of total credit hours completed by all members. No member will receive more dollars than required to cover the cost of tuition. In no event is the Library obligated to pay out more than the annual allotment.

- D. Members must submit an application based on the following conditions:
1. Member must have been employed by the library for at least 12 consecutive months before the first day of the course(s), and
 2. The member's request should be made on the Application for Tuition Reimbursement form at least 6 weeks prior to the start of the program.
- E. For those members who, at the time of full execution of this Agreement, are currently enrolled in or have been approved for a degree program AND have been approved for/are receiving tuition assistance from the Library shall continue to receive tuition payments in advance of the beginning of classes each semester until completion of their approved program. For all other members, the Library will reimburse approved members' tuition costs at the end of each term after being supplied with proof of successful completion of the course(s).
- F. The member must provide documentation that their tuition is not waived or covered by financial aid (excluding student loans).
- G. The library system requests that the staff remain with the library for three years after program completion. However, this does not constitute a contract for employment; both the library and the employee retain the right to terminate employment.

18.04 Mileage Reimbursement: Work-related travel other than that required to get to and from the member's assigned worksite and traveling to and from meal breaks is considered reimbursable. Members who use their personal vehicle for approved travel will be reimbursed at the per-mile rate established by the IRS.

- A. Members shall be reimbursed for travel between ACPL locations during the workday, calculated between the two locations. If a member is scheduled to begin and/or end their day at a non-ACPL location, they shall be reimbursed for mileage to and/or from their residence to the non-ACPL location. If an employee is traveling to a non-ACPL location for only a portion of their workday, they may be reimbursed for mileage from the location they left and/or returned to during the workday.
- B. Any time a member spends traveling during the workday, as part of a member's principal activities will be counted as hours worked. If an employee who normally works at an ACPL location is sent to a non-ACPL location for one day and returns that same day, all time spent traveling to and from that assignment is compensable work time.
- C. Travel to/from a restaurant or other area for the member to eat or otherwise take a break must occur as part of the employee's scheduled, unpaid lunch or break time. In no instant will such travel or the member's lunch/break time be compensable nor will such mileage be reimbursable. Members are to be removed from all work during such break/lunch time, including work-related travel.

ARTICLE 19 INSURANCE

19.01 Health Insurance: Members who are regularly scheduled at least thirty (30) hours per week will be eligible to receive insurance benefits. The Library will offer medical, dental and vision insurance.

- A. Members shall be responsible for five percent (5%) of the health insurance premium costs during the first year of this Agreement, then eight percent (8%) of the health insurance premium costs effective the second year of this Agreement, and then ten percent (10%) of the health insurance premium costs effective the third year of this Agreement. Employee premium contributions for insurance plans shall be deducted by the Library from the employee's wages through voluntary payroll deductions as applicable.
- B. In the event the total cost of the plan premium increases by more than twenty-five percent (25%) over the previous plan year, either party may request to reopen this article to bargain regarding insurance benefits.
- C. It is understood that, during the term of this Agreement, carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by the carrier/provider and such modifications are beyond the control of the Parties.
- D. In the event of any changes to insurance, including but not limited to changes in the carrier, plan offerings, designs, premium payments, deductibles, co-payments, prescription coverage, etc., the Library will notify the Union upon said changes being known by the Library. The Parties will meet and confer regarding any changes to insurance and may also explore potential cost saving measures. However, if a consensus cannot be reached prior to the time when a decision to select insurance plans for the year must be made, the Library shall make the final decision.

ARTICLE 20 NO STRIKE/NO LOCK OUT

20.01 Neither the Union nor any of its members may strike the Library at any time during the term of this Agreement or any extension thereof. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other activity which would interrupt the operations or services of the Library during the life of this Agreement.

20.02 In addition to any other remedies available to the Library, any member(s), either individually or collectively, who violate the preceding Section of this Agreement is subject to discharge.

20.03 Nothing in this Article shall be construed to limit or abridge the Library's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

- 20.04** Any grievance due to discipline as a result of violation(s) of this Article shall be limited before an Arbitrator to the sole question of whether or not the member did in fact participate in or promote the prohibited activity.
- 20.05** After expiration of this Agreement or any extension thereof and after proceeding through the dispute resolution procedure contained in Ohio Revised Code 4117.14, the Union may strike after giving the Employer a ten (10) calendar days' notice as required by the provisions of Ohio Revised Code 4117.14.
- 20.06** The Library will not lock out members during the term of this Agreement or any extensions thereof.

ARTICLE 21 TERM OF AGREEMENT

- 21.01** Unless otherwise provided for herein, the provisions of this Agreement between the Athens County Public Libraries, and the Athens County Public Libraries United, OFT/AFT/AFL-CIO, shall be effective June 7, 2026 and shall remain in full force and effect until June 6, 2029.
- 21.02** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by email with receipt response requested.
- 21.03** This Agreement represents the entire and complete Agreement between the Parties on all negotiable matters under Ohio Revised Code Chapter 4117. This Agreement supersedes and cancels all existing and prior Agreements and practices, whether written or oral, and expresses the entire understanding of the Parties.

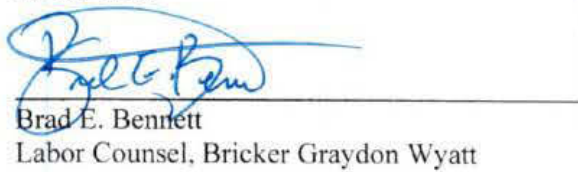
For the Board:


Nick Tepe, Director


Hannah King, Fiscal Officer

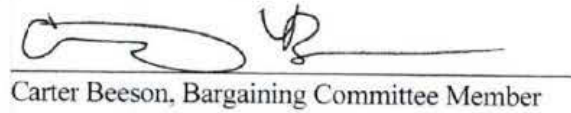

Lindsay Place, Assistant Director

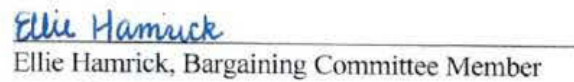
As to Form:


Brad E. Bennett
Labor Counsel, Bricker Graydon Wyatt

For the Union:


Andrea Anderson, Bargaining Committee Member


Carter Beeson, Bargaining Committee Member


Ellie Hamrick, Bargaining Committee Member


Jessica Licker, Bargaining Committee Member