



Board of Trustees Special Meeting Minutes

Upper Arlington Public Library

Tuesday, April 7, 2026 at 5:00 PM EDT

@ 2800 Tremont Road - Meeting Room B

IN ATTENDANCE

BOARD MEMBERS: Kevin Fix, Peter Hahn, Matthew Courser, Susan Ralph, William Shkurti, John Yesso

ALSO PRESENT: Beth Hatch, Director; Greg Ramage, Assistant Director; Julie Whitt, Human Resources Manager; Lori Piergallini, Fiscal Officer;; Sara Coles, Patron Services Manager; Jen Jimison, Administrative Assistant

CALL TO ORDER

The meeting was called to order at 5:06 p.m.

EXECUTIVE SESSION TO PREPARE FOR COLLECTIVE BARGAINING STRATEGY

SIGNATURE SHEET

Upon the motion of Trustee John Yesso, seconded by Trustee Susan Ralph, the Board entered into an executive session.

Roll Call Vote:

Kevin Fix, President	Aye
Matthew Courser, Secretary	Aye
John Yesso	Aye
Susan Ralph	Aye
William Shkurti	Aye

Upper Arlington Public Library Board of Trustees
Upper Arlington, Ohio

**FACTFINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
APRIL 1, 2026**

In the Matter of:

UPPER ARLINGTON PUBLIC LIBRARY

AND

OFT/AFT UNIT 6635

) **Case No.:**

) **MED 2024-09-0942**

) **Carol J. Bader, Esq.**
) **Factfinder**

APPEARANCES:

For the Employer:

Mason Mackovjak, Esq.
Johnathan Downes, Esq.
Zashin and Rich, LPA
21 East State Street
Columbus, Ohio 43215
jjd@zrlaw.com
mpm@zrlaw.com

For the Union:

Miles Reinhart, Field Representative
OFT/AFT
1251 E. Broad Street
Columbus, Ohio 43205
mreinhart@oft-aft.org

Introduction:

The undersigned was duly appointed by SERB letter dated January 7, 2026 to serve as Fact-Finder in the matter of Upper Arlington Library and OFT/AFT, Local 6635. The OFT/AFT, Local 6635, herein after referred to as the "Union" was represented by Miles Reinhart. The Upper Arlington Public Library, herein after referred to as the "Library or Employer" was represented by Mason Mackovjak, Esq.

The Factfinder reviewed all proposals, exhibits, position statements and oral arguments presented by the parties. She appreciates the well-organized presentations and acknowledges the hard work and effort that goes into fact-finding preparation.

As required by SERB, the Factfinder reviewed the proposals of the parties in consideration of the standards expressed in Ohio Revised Code 4117.14 (C) and 4117.14(G) (7) (a):

- Past collectively bargained contracts(N/A)
- Contracts from comparable employers
- The Interest and Welfare of the public
- Lawful Authority of the Employer

- Such other facts which are normally or traditionally taken into consideration in the determination of the issues submitted.

All of the tentative agreements noted in **Appendix A** attached to this report are deemed to be incorporated and adopted as part of the final agreement.

Background:

Upper Arlington is an upscale suburb of Columbus in central Ohio. The Library provides a number of services to the public including circulation of books both physical and electronic, children's services, student study rooms, outreach services to the home bound and other resources to their patrons. In addition, they offer a passport services assisting the public to apply for passports.

The Library has three branches: Tremont which the largest by far (60,000 sq .ft.); Lane which is a much smaller, newly renovated building (10,000 sq. ft) and the smallest is Miller Park (4400 sq. ft.). There are 106 employees and 85 of those are members of this Union. The bargaining unit consists of a wide variety of positions from programmers, librarians, customer service providers, acquisition managers and maintenance techs. The Union is newly certified as of May, 2024 and this is the *initial* contract between the parties.

There are three main sources of funding for the Library, a ten-year property tax levy based on 2022 valuations, the state Public Library Fund (PLF), (which has recently become part of the state general fund) and other miscellaneous sources of funding. Miscellaneous revenue comes from fine/fees, passport income, and interest earned through the Star Ohio Account.

The Employer explained that the income from the tax levy is relatively flat because it is , based on 2022 tax valuations. The Public Library Fund is now a line item in the general fund, which makes it more uncertain. The Employer also has a large uncertain expense in health care premiums, which continue to rise with no end in sight.

Bargaining History:

The bargaining history for this initial contract is more complicated than for a more mature labor contract. The parties are building a contract from the ground up, whereas negotiations for mature contracts only open about 20% of their agreement for discussion and renewal.

A petition for recognition was submitted January of 2024. The Union was certified by SERB in May of that year. There was no notice to negotiate until September of 2024. There was no response to the Union wage proposal for 10 months. While negotiations continued and mediation was sought, the bargaining continued for sixteen months before the factfinding.

Negotiation Meetings:

September 10, 2024
October 7, 2024
November 1, 2024
December 11, 2024
January 15, 2025
January 30, 2025
March 3, 2025
April 22, 2025
May 14, 2025
June 16, 2025
August 22, 2025
September 10, 2025

Mediations:

October 13, 2025
October 28, 2025
November 24, 2025
November 25, 2025
December 3, 2025

It should be noted that while there were many meetings and mediations much time was lost (based on testimony) discussing ground rules until the parties decided to move on. Several Unfair Labor Practice charges were filed and additional time was needed for their resolution. The Factfinder sees these delays as part of the maturing process and not the fault of either party. Creating a new agreement, while working through a new relationship is a monumental task and there are bound to be a few glitches along the way.

UNRESOLVED ISSUES:

- Attendance
- Hours of Work (Break and Lunch combined)
- Compensation (retroactivity) including Passport Language

1.Issue: Attendance

The basic disagreement is whether an employee is required to call in at 48 hours ahead (Employer) or 12 hours ahead (Union) for an unscheduled absence. The current requirement is for 24 hours.

Employer Position:

Unscheduled absences are those times when 1.) an employee is not going to be at work either on time (tardy) or 2.) absent for more than one hour of their shift. The Employer envisions these situations as any time an employee is late more than six minutes (there is a six-minute grace period) to 60 minutes after the start of the employee's shift. The second example is for those times when an individual knows ahead of time that they will need time off and they do not

notify their manager more than forty-eight (48) hours ahead of time. For example, a pre-scheduled medical procedure.

The Library contends that the current 24-hour notice is not adequate for the Employer to provide replacement staffing, if necessary. The proposed 48 hour call in would better serve the public because it gives them time to call in replacements, if needed. Further, they argue that that after six occurrences - of failure to notify in a timely manner (counted as one occurrence) or late arrival(after six minutes into start of work day) as one-half (1/2) an occurrence, discipline can be initiated. They maintain that this is reasonable considering they have already addressed the emergency use of sick time with a 30-minute call in deadline. Alternatively, notification for use of less than one day of vacation is set at 24 hours.

Employer Proposal : Employee must call in more than 48 hours prior to unscheduled time off.

Union Position:

First, the Union does not dispute the Library's right to discipline for late call ins or failure to call. Second, they are aware of the Library's intent to implement a timekeeping system to replace a procedure where employees mark their own time. Here too, the Union is not contesting the Employer's right to install the new system.

Their concerns are that under the Employer's proposed language: 1. An employee may not know 48 hours in advance of the need to be off work. People don't know when they or their family may be sick. 2.) Under the Library proposal, the bargaining unit member will have to provide a doctor's note for an unscheduled sick absence. This will be inconvenient and incur additional cost to the employee.

Union Proposal : 12-hour notice for unscheduled absences

Factfinder Analysis:

The Factfinder's was initially concerned about last minute emergencies. After reviewing the "Sick Leave" and "Vacation" TAs, she feels there is adequate allowances for those situations. Under the "Sick Leave" TA , the last-minute medical or sick emergency can be called/texted 30 minutes prior to the start of work. Additionally, the "Vacation" TA allows an employee to call management 24 hours in advance to request one(1) day or less of vacation time. Those two (2) circumstances would not be considered "occurrences" subject to discipline under the "Attendance" language. Furthermore, no doctor's note is required for five(5) days when using sick time. This addresses the Union concern regarding inconvenience and cost.

Based on the above, the Factfinder agrees with the Library that it is reasonable to have a forty-eight-hour notice for unscheduled absences. Even if an employee is late reporting the

upcoming absence to their supervisor, they have six(6) occurrences to correct behavior before they may be disciplined. These occurrences are counted on a rolling year- dropping off after twelve(12) months. Using SERB guidelines, it is in the “public interest” to keep the Library open and running, with adequate staff.

Factfinder Recommendation:

Employer Proposal – 48- hour notice

Recommended Contract Language

2. Hours of Work:

Issue: This Article is agreed to with the exception of **17.6 Rest Breaks**. Currently it is the practice of the Library to allow employees (both management and union) who work enough hours (7.5) for a lunch break and a rest break to combine those. For instance, if a lunch break for noon is scheduled for one hour, then the person may also use their rest break to allow for an hour and twenty- minute absence from the workplace. The Union provided testimony that at least at the Tremont branch these extensions were even placed on the schedule. The Employer did not challenge the fact that combining lunch and rest breaks was common.

Union Position:

The Union’s response to Employer Proposal :

“ **17.6** Full-time employees who work 7.5 hours or more in a day are eligible for one paid 20-minute rest break, which is scheduled at Manager’s discretion. Full time employees may use their rest breaks to extend an unpaid meal break only with Manager approval. (new) Rest-breaks cannot be taken at the beginning or end of the day.”

The bargaining unit inserts the “Full time employees may ...” language in an effort to continue the combination of breaks that is currently a common practice. The Employer did not give notice that they intend to stop employees from doing this. To further give workers the ability to set their schedules, the Union removed the restriction from using their breaks at the beginning or end of the day.

Employer’s position:

The Employer did not indicate that they were intent on stopping the combination of the rest and lunch breaks. Their proposed language is:

17.6 Full time employees who work 7.5 hours or more in a day are eligible for one paid 20-minute rest break, which is scheduled at the Manager’s discretion.

Factfinder Analysis and Recommendation:

It appears that the parties are in agreement on the first sentence in the language. This

includes “which is scheduled at manager’s discretion.” The Union indicated that they want to preserve the ability of their people to use their rest breaks to extend their lunch hours. The Factfinder sees this language as a conflict with the first sentence. Either management has the discretion to manage schedules or it does not. The Factfinder cannot recommend a proposal that could lead to interpretation issues. Therefore, she recommends the Employer proposal.

Factfinder Recommendation:

Employer Language:

“17.6 Full time employees who work 7.5 hours or more are eligible for one paid 20- minute rest break, which is scheduled at the manager’s discretion. Rest breaks cannot be taken at the beginning or end of the work day.”

3. Compensation:

Issue:

The parties indicated several times at the hearing that the issue before the Factfinder is not how much the raise should be but when it should be implemented. Either using a lump sum to replace a 2025 raise or pay a 3% raise retroactively.

Employer Position:

The Library argues that there should be no retroactive pay. Instead, they offer to increase the ranges overall by 3% in the first full payroll after ratification by both parties and provide a lump sum “signing bonus” for the lost 2025 and early 2026 increase. The bonuses would be \$500, \$750 and \$1500 depending on your position and pay range. The Library proposes that these payments would be non-pensionable. The raises going forward would be treated as any other wages. The Employer proposes that there be no retroactive payments. Their proposed language is based on lump sums for 2025, an increase in the whole range by 3%, increase of 3% for 2027 and 3% increase for 2028. Aside from the lump sums increases will be made on the midpoint.

Anyone below the minimum after the adjustments will be placed at or above the minimum. In addition, they would provide a lump sum (non-pensionable) payment for 2025. The lump sum payments would be \$ 500, \$750, or \$1500 depending on your status part time/ full time and position. The lump sum and the other increases(except 2028) would be paid the second full pay period after the ratification of the agreement by both parties.

The Library contends that if a retroactive wage payment were provided it would 1.) cause a problem trying to track down employees who were on the payroll as of January 1, 2025. 2.) Negotiations would begin again in eighteen (18) months. 3.) Expressed concern that other provisions of the contract would have to be retroactively enforced. 4.) The financial statements

and submissions to the state auditor have already been completed.

Employer also referred to their current economic status as a reason to provide lump sums versus raises. Aside from that discussed above in "Background", the Financial officer said that the Library pays out about 70% of their income in salaries and other benefits. The current "best practices" indicates that this rate should be about 65%.

Employer Proposal:

Year 1: 3% adjustment to all pay ranges (second full pay period after ratification)

Year 1: 3% raise on the mid-point, second full pay period after ratification, no retroactive pay)

Year 2: 3% on the mid-point

Year 3: 3% on the mid-point

Signing Bonus: Employees on payroll October 2024 thru ratification are entitled to \$500, \$1250 or \$ 1500 depending on their status and range

Union Position:

The Union accepts the Library's proposed amount of raises as they are close to SERB reported average Wage increases for their category. But the Union argues that the lump sum payment puts the bargaining unit members a step behind their non- union co-workers, having had a year without any increase at all. They state that their members got no raise while paying higher prices for ordinary things like groceries and gasoline. The non- bargaining unit employees of the Library were provided a 2.5% increase in 2025. (internal comparable) . They propose that the fair thing is to pay the union members retroactively for 2025 and early 2026.

Union Proposal:

Pay members 3%, 3%, 3% retroactively for 2025 and the beginning of 2026.

Increase the pay ranges by 3% prior to any new raises

Pay Passport trained employees the \$425 incentive for 2025

Factfinder Analysis:

The Factfinder, in her experience is not aware of contract negotiations that went on for sixteen months. To the parties' credit they were making an effort as evidenced by the schedule of meetings and mediations. They just could not get it done.

As to the Union's proposal, retroactive payment is not unusual. It is frequently done by making the contract effective on the earlier date and implementing wages only. It does not require adjusting leaves and other economic benefits as the Library witnesses seemed to think. However, after reviewing all of the materials presented, she discovered that the "Duration" language had already been signed as a Tentative Agreement:

“ **Section 30.4** This contract shall be in full force and effect upon the ratification and

execution by the parties for three (3) years from DATE to DATE. “

In this case, the Factfinder believes she does not have the authority to undo language that the parties agreed to in October, 2024. She is of the opinion that they did not envision that they would be in Factfinding more than a year later. Regardless, she could not consider retroactive pay because it would require opening a previously settled Article.

The Union accepts the amount of the raise offered by the Library. In addition to the lump sums and 3% raise, the Employer is raising the whole pay range by 3% before calculating raises. This action in some respects makes up for the delay in the raise for 2025/2026. The increases are in line with SERB averages. The Factfinder then recommends the Employer proposal, with a minor adjustment to the contract language. The language proposed uses the term “year” throughout Article 20. The contract effective dates, according to the “Duration” Article will be set sometime in April or May of 2026. It will not follow a calendar year. The Factfinder suggests that the language states “contract year”. In her opinion, it would add clarity for interpretation’s sake as year often refers to calendar year.

Factfinder’s Recommendation:

Employer Proposal with “contract” year added

Recommended Contract Language for “ Compensation” in part:

Section 20.3 Pay Ranges: Each bargaining unit position will correspond to an assigned position classification range which can be found in Appendix X. Each pay range will have a minimum and maximum pay and employees' compensation will fall within the pay range for their position. Employees below new minimum for each range when a pay range for their position. Employees below the new minimum for each range when a pay range change goes into effect will first be moved to the new minimum of the pay range. Each contract year, starting on the first pay of the contract year, the position classification ranges will be adjusted following Appendix X:

Contract Year 1: 3% adjustment to all pay ranges

(footnote- Taking effect in the second full pay period following ratification by both parties)

Section 20.4 Yearly Increases Each contract year employees' base pay will increase based on the following agreed to amounts. This adjustment occurs after base pay range adjustments based on the mid-point of the employee's pay range. Yearly pay increases will go into effect the first pay period of the contract year. To be eligible for the yearly increase, the employees must be employed by October 1 of the prior year.

The across-the-board yearly increase is as follows:

Contract Year 1: 3% on midpoint

Contract Year 2: 3% on midpoint

Contract Year 3: 3% on midpoint

"Increase Chart", page 37 of Employer's position statement:

"Increase added to Hourly Rate each Contract Year

Section 20.7. Passport Incentive

Add Second paragraph

Employees who were active passport agents during 2025 and employed as of the ratification date of this agreement shall be paid the 2025 passport incentive of 2025. The payment shall occur the first full pay period after ratification of this agreement by both parties.

4. Passport "Break" Issue:

Issue: The Union stated that two of their employees quit their Library jobs due to the stress of passport duty. Their proposal is an attempt to alleviate this problem. They also complain that the Library used to allow employees to let their Passport training lapse. As of August of 2025, the Library started putting the work in job descriptions making it an essential job duty.

Union Position:

The Union proposal came about because the employees who are assigned this duty get "burned out". The evidence presented is that two employees left their job because the passport appointments were too stressful and they needed a break from that work. Some employees have the job duty required in their job description and others have a "may" perform these functions.

Union Proposal:

The Union proposal is to allow passport agents to step away from that duty when there are 18 or more passport trained employees on available.

Employer's Position:

The Employer objects to having any minimum staffing number specified in the contract and further argues that the work assignment is required as an essential function of the job.

Factfinder Analysis:

The Library offers a set number of ½ hour appointments each week and each available passport trained employee is assigned to 2 or 3. This was the testimony of Mr. Stein of the Union bargaining committee. The Library Director indicated that passport assistance is a popular service and appointments are booked three months out. There is a small amount of revenue generated by this service, roughly \$100,000 annually.

The Union's argument for providing the ability to take a break from this duty is that two

employees have quit their Library job because they were “burned out” by the passport work. Mr. Stein stated that he handles 2 or 3 half hour appointments for passports during the week. If a full-time employee works 40 hours a week x 60 minutes= 2400 minutes of work a week. If there are 3 appointments during that time it = 180 minutes. If the Factfinder is correct 180 minutes divided by 2400, then this duty is only 7.5% of the work week. Even if the employee is part time, 180 minutes divided by 1200 that only equals 15% of the work week. There was no testimony that the appointments were confrontational, difficult or tense.

The Employer stated that certain employees have the passport work in their job description as an essential function. Others have the option of being trained to do the work as their job descriptions say “may” perform passport work.

The Factfinder is not persuaded that performing work that may be unpleasant (though that was not said) for 15-7.5% of work week is sufficient to allow a break per the contract. She is also reluctant to recommend language that infringes on “management rights” as already agreed to for this contract. Management has the right schedule employees, determine staffing levels and job requirements. The Factfinder suggests that if the work is a problem, then it should be discussed in Labor Management meetings, where the parties can work towards a solution.

Factfinder Recommendation:

No contract language regarding opting out of passport work or minimum staffing

Respectfully Submitted,

Carol J. Bader

I HEREBY CERTIFY THAT THE ABOVE REFERENCED REPORT AND APPENDIX A WAS SERVED ON MASON MACKOVJAK, REPRESENTATIVE FOR THE UPPER ARLINGTON LIBRARY AND MILES RINEHART, REPRESENTATIVE FOR THE OFT/AFT 6635, and SERB Mediation Section on April 1 at 9:00 a.m. via email.

Carol J. Bader

Appendix A
Resolved Issues, Upper Arlington Public Library and
Local 6635 OFT/AFT, AFL-CIO

ARTICLE -	PARTIES AND RECOGNITION
ARTICLE -	UNION RIGHTS
ARTICLE -	DUES DEDUCTIONS
ARTICLE -	MANAGEMENT RIGHTS
ARTICLE -	GRIEVANCE AND ARBITRATION PROCEDURE
ARTICLE -	NO STRIKE NO LOCKOUT
ARTICLE -	PROBATION, SENIORITY, AND RIF
ARTICLE -	LABOR-MANAGEMENT COMMITTEE
ARTICLE -	JOB POSTINGS, VACANCIES, AND TRANSFERS
ARTICLE -	HEALTH AND SAFETY
ARTICLE -	TUITION REIMBURSEMENT AND MEMBERSHIPS
ARTICLE -	MISCELLANEOUS WORKING CONDITIONS
ARTICLE -	PARENTAL LEAVE
ARTICLE -	ASSAULT LEAVE
ARTICLE -	HOLIDAYS
ARTICLE -	BEREAVEMENT LEAVE
ARTICLE -	SICK LEAVE
ARTICLE -	VACATION LEAVE
ARTICLE -	UNPAID LEAVE
ARTICLE -	DURATION
ARTICLE-	INSURANCE

ARTICLE 1 - RECOGNITION

Section 1.1. Parties: This agreement is made by and between the Upper Arlington Public Library (hereinafter "the Library" or "Employer") and Upper Arlington Public Library United Staff Local 6635, AFT/OFT (hereinafter "UAPLUS" or "Union"), the exclusive representative of covered employees.

Section 1.2. Recognition: The Employer hereby recognizes UAPLUS as the sole exclusive representative as certified by the State Employment Relations Board in case number 2024-REP-01-0007.

Included in the bargaining unit are employees in the following classifications:

Librarian, cataloger librarian, programmer, public services associate, customer service team leader, circulation public services associate, cataloger, program and outreach coordinator, custodian-courier, maintenance technician, ~~systems administrator~~, systems developer, training and support coordinator, branch associate, graphic design and digital marketing creator, digital archives specialist, acquisitions coordinator, collection development specialist, youth education specialist.

Excluded from the bargaining unit are employees in the following classifications:

All positions or classifications/job titles not expressly listed as included, including all managerial, supervisory, confidential positions, and season/casual employees pursuant to R.C. 4117.01(C), including the following classifications/job titles: Director, assistant director, fiscal officer, director of support services, human resources manager, community relations manager, marketing and communications manager, administrative assistant, accounting clerk, public services manager, customer service manager, facilities manager, Lane Road manager, Miller Park manager, technical services manager, and information technology manager.

FOR THE UNION

Jody Casella
Sam Schar
Sara Grimes
Nicole Iannitti
Sam

FOR THE LIBRARY

Ben Adams
Jonathan T. Boone

Date Tentatively Agreed 12/11/24

TA 10-28-25

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 a list as necessary. The list will be submitted to the Human Resources Department. The Employer will recognize the OFT representative(s) as a non-employee authorized agent(s) of the Union.

Section 2.2. Bulletin Boards, Email Accounts and Mailboxes: Authorized agents of the Union may provide official Union notices regarding the Library to bargaining unit members via their employee email or on-site mailboxes. The Employer further 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 regarding the Library to bargaining unit members. Bulletin boards, emails, or on-site mailboxes may not be used for communications or announcements that are personal, political or partisan, or for non-union related elections.

Section 2.3. New Employee Meeting: With prior notice to the manager, the Union shall be provided up to thirty (30) minutes to meet during work time with new bargaining unit employees no later than three weeks of hire date. A new employee may choose to opt out of or refuse to attend this meeting.

Section 2.4. 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 meetings will be scheduled through the Human Resource Department by a designated Union Representative. The Union is permitted to use the Employer's facilities, which may include staff conference rooms for private meetings for such Union 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. Non-employee Union representatives may attend Union meetings as identified in this section.

Employees may request union representation in matters relating to employee requests for workplace adjustments or modifications necessary to support their ability to perform essential functions effectively.

Library
Jonathan Downes
Bert Hall

Union
Lucas Miller
Sam Sky
Jody Casell

Union Counter 12/11/24

Upper Arlington Public Library proposal
[Date]

ARTICLE 3 - DUES DEDUCTIONS

3.1 Dues Checkoff: The Employer 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 at least a monthly basis. The Employer shall transmit such information electronically in a common, commercially available electronic format and shall include the worker's first and last name, wage rate, hire date, hours scheduled per week. The Union shall notify the Employer of any changes in the amount of dues to be deducted.

3.2 Authorization Cards: The Employer will deduct dues from the pay of employees who are members of the Union upon receipt of written authorization cards. Authorization cards will be submitted to the Library's Human Resources Manager. This authorization shall remain in effect unless 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 and will be effective thirty (30) days after delivery to the Employer. The Employer shall notify the Union upon receipt of such notice.

3.3. Cessation of Deductions: The obligation of the Employer to make such deductions shall cease when the employee:

1. Resigns or is separated from employment;
2. Is laid off from employment;
3. Is on unpaid leave of absence when the dues deductions would otherwise be made;
4. Is no longer employed in a bargaining unit position;
5. 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; or
6. Revokes authorization.

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

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

FOR THE UNION:

FOR THE EMPLOYER:

Vanessa Sommer
MAZ
Roh

Date: Tentatively Agreed:

Kenody Mix

Jonathan Down
Leo Pfulker

TA 10-13-25

TA 10.28.25

ARTICLE 4 - MANAGEMENT RIGHTS

Section 5. 1 Management Rights: The Employer reserves and retains solely and exclusively all its legal rights to manage the operations of the Library system as such rights existed prior to the execution of this Agreement, excepting solely such modifications as are made by the express provisions of this Agreement. The rights of the Employer shall include, but shall not be limited to, the right to determine the facts which are the basis of management decisions; to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Employer's operations, its employees and its service to the citizens using the facilities and services of the Library system, and including but not limited to the following:

A. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the library system, standards of services, its overall budget, utilization of technology and organizational structure;

B. To select and determine the number and types of employees required; to manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, reward, lay off and recall, or to discipline, up to and including termination, for just cause and to relieve employees from duty in accordance with the Employer's operational needs;

C. To determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and standards of quality and performance to be maintained by the employees of the system; Maintain and improve the efficiency and effectiveness of the Library's operations;

D. To determine the overall methods, process, means or personnel by which library operations are to be conducted, the right to manage and determine the location, type and number of physical facilities, equipment, programs and work to be performed;

E. 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;

F. To determine the overall mission of the Library system;

G. To take actions to carry out the mission of the Library;

H. 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

1 employees; and to manage and maintain the facilities including but not limited to,
2 grounds, roadways, buildings, and other property owned and/or operated by the Library.

3

4 I. To promulgate and enforce Employment rules and regulations as related to job
5 performance and to otherwise exercise the prerogatives of management, provided such
6 rules or regulations are not inconsistent with the term of this Agreement;

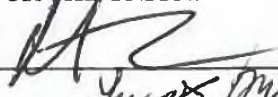
7 J. To maintain the security of records and other pertinent information in accordance with
8 law; and

9 K. To determine and implement necessary actions in emergency situations.

10 Section 5.2 Reservation of Rights. In addition, the Union and the employees agree that
11 the Employer hereby retains and reserves unto itself all rights, power, authority, duty,
12 and responsibility confirmed or invested in it by the Laws and Constitution of the State
13 of Ohio and/or the United States of America. The exercise of any such right, power,
14 authority, duty or responsibility by the Employer and the adoption of such rules,
15 regulations, policies as it may deem necessary, and as they apply to employees
16 represented by the Union, shall be limited only by the express, written terms of this
17 Agreement.

18

FOR THE UNION:

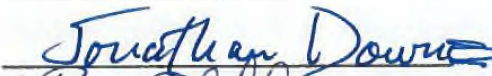


Lucas Miller

Sam Steyer

Date: Tentatively Agreed: _____

FOR THE EMPLOYER:



Jonathan Downes

Ben Fulk

19

Jody Casell 10/28/25

U.A. Library - OIT

10-28-25

Add to § .3 Release^{time} for Grievant(s) Representative

Union representatives who are on duty and are requested to attend grievance meetings if their hours coincide with representative's regular work schedule.

The parties agree to add the above language to the tentatively agreed Grievance Procedure Article.

Library

Jonathan Downes
Eric Fuhler

TA 10/28/25

Union

Lucas Miller
Erin Smith
Joey Casella

TA 10-28-25

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 a list as necessary. The list will be submitted to the Human Resources Department. The Employer will recognize the OFT representative(s) as a non-employee authorized agent(s) of the Union.

Section 2.2. Bulletin Boards, Email Accounts and Mailboxes: Authorized agents of the Union may provide official Union notices regarding the Library to bargaining unit members via their employee email or on-site mailboxes. The Employer further 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 regarding the Library to bargaining unit members. Bulletin boards, emails, or on-site mailboxes may not be used for communications or announcements that are personal, political or partisan, or for non-union related elections.

Section 2.3. New Employee Meeting: With prior notice to the manager, the Union shall be provided up to thirty (30) minutes to meet during work time with new bargaining unit employees no later than three weeks of hire date. A new employee may choose to opt out of or refuse to attend this meeting.

Section 2.4. 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 meetings will be scheduled through the Human Resource Department by a designated Union Representative. The Union is permitted to use the Employer's facilities, which may include staff conference rooms for private meetings for such Union 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. Non-employee Union representatives may attend Union meetings as identified in this section.

Employees may request union representation in matters relating to employee requests for workplace adjustments or modifications necessary to support their ability to perform essential functions effectively.

Library
Jonathan Downes
Bert Fahl

Union
Lucas Miller
Sam Shy
Jody Caselle

1 FOR THE UNION

FOR THE LIBRARY

2 _____

3 _____

4 _____

Title changes

7A 8'00'00"

Library Counter Proposal - Grievance and
Arbitration 2023-2025 Agreement between WPL and WPLU Article 7 - 8/19/2025

1

ARTICLE 5: GRIEVANCE PROCEDURE

2 **Section 5.1. Definitions:** The grievance procedure is recognized as an efficacious means of
3 resolving conflicts and finding solutions to problems.

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

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

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

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

13 **Section 5.2. Time Limits:** It is the intention of the Employer and the Union that all time limits in
14 the grievance shall be met. Any step in the grievance procedure may be skipped on any
15 grievance by mutual, written consent of the grievant, Union representative, and Library
16 representative. In the absence of such mutual agreement, in the event that a grievant or the
17 Union fails to appeal to the next step, the last response received shall be deemed to be the final
18 adjustment of the grievance. In the event of a failure of the Library's appropriate representative
19 to respond within the time provided at any step in the grievance procedure, the grievant shall
20 have the right to proceed to the next step as if an unsatisfactory response has been furnished
21 on the last day permitted.

22 **Section 5.3. Release for Grievant(s)/Representatives:** The parties agree to act in a manner
23 of professional courtesy, and will attempt to, whenever reasonably possible, schedule meetings
24 described in this Article during the working time of the grievant. If no Union representative from
25 a branch is available, the Union and grievant will work together to find a Union representative or
26 officer from another branch to attend the grievance meeting. The employees are required to
27 notify their supervisors of the date and time of any meeting as soon as it is scheduled. The
28 employer shall not incur any overtime expense because of this provision, and the grievant shall
29 not incur any loss of lunch or break time.

30 **Section 5.4. Grievance Information:** All Grievances shall include the following information:

- 31 1. Grievant's name(s) and at least one signature, which may be electronic;
- 32 2. Grievant(s) classification;
- 33 3. Date grievance was informally discussed with the immediate supervisor;
- 34 4. Identification of grievance step and date grievance was filed in writing;
- 35 5. Date and time grievance occurred;
- 36 6. A description of the incident(s) giving rise to the grievance;
- 37 7. Specific article(s) and section(s) of the Agreement violated;

TA 8.22.25

Library Counter Proposal - Grievance and
Arbitration 2023-2025 Agreement between WPL and WPLU Article 7 - 8/19/2025

38 8. Desired remedy to resolve the grievance.

39

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

43 **Section 5.5. Steps:** It is the mutual desire of the Employer and the Union to provide for the
44 prompt adjustment of grievances. Reasonable efforts shall be made by the Employer and the
45 Union to affect the resolution of grievances at the earliest possible level. The Union is entitled to
46 receive copies of all notices and written dispositions pertaining to a grievance when requested.

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

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

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

61 **Step 2: Director of Human Resources/Designee:** If the grievance is not successfully resolved
62 through Step 1, the Informal Resolution level, the employee may, within seven (7) days of the
63 Step 1 meeting, but no later than fourteen (14) days after the email to their immediate
64 supervisor, file a written grievance via email or hardcopy, signed by the bargaining unit member
65 and if desired a Union representative, to the Director of Human Resources/Designee. The Step
66 2 meeting with the employee will be within seven (7) days after the Director of HR/Designee
67 receives the written grievance. The manager or Director of HR/Designee will respond in writing,
68 within seven (7) days of the Step 2 meeting.

69 **Step 3: Director/CEO/Designee:** If a grievant is dissatisfied with the resolution proposed in
70 Step 2, the grievant may, within seven (7) days of the receipt of the Step 2 response, submit a
71 written appeal to Step 3, the Director/CEO/Designee. The Director/CEO/Designee will hold a
72 meeting with the grievant within seven (7) days after receiving the written grievance. The
73 Director/CEO/Designee will respond in writing, within seven (7) days of the Step 3 meeting.

74 **Section 7.6. Grievance Mediation:** If the grievance has still not been resolved to the grievant's
75 satisfaction at this point, the grievance may be submitted to mediation at the election of either

TA 8.22.25

Library Counter Proposal - Grievance and
Arbitration 2023-2025 Agreement between WPL and WPLU Article 7 - 8/19/2025

76 party. This step may also be utilized at any point in the grievance process if the parties mutually
77 agree in writing. To trigger mediation, the electing party must submit to the other a notice of
78 intent to mediate within seven (7) days after receipt of the written decision in Step 3. The
79 electing party shall notify the Federal Mediation and Conciliation Services (FMCS) or State
80 Employment Relations Board (SERB) of the need for a mediator and a desire to hold a
81 mediation session within fourteen (14) days of notification. The Parties shall select a mutually
82 agreeable date. If a date cannot be agreed upon within seven (7) days of selection of the
83 mediator, the mediator shall choose. Any resolution/settlement will be in writing and signed by a
84 representative of each party.

85 **Section 5.7. Arbitration:** If a grievance is not resolved at Step 3 or mediation, the Union may
86 pursue binding arbitration. To engage in arbitration, the Union must submit an intent in writing to
87 arbitrate to the Director/CEO, within fourteen (14) days after the receipt of the Step 3 response.
88 The Library has seven (7) days from receipt of the written intent to arbitrate to respond. Failure
89 to request arbitration in a timely manner shall render the grievance settled in accordance with
90 the Step 3 response.

91 After receipt of a request to arbitrate the grievance from the Union, the Union will request a
92 panel of seven (7) arbitrators from FMCS. Either party may reject the entire panel of arbitrators
93 once for each grievance appealed to arbitration, and the rejecting party shall request the new
94 panel from FMCS. The Union and Library will take turns, determined by coin flip, to strike names
95 from the list, until one arbitrator remains. Alternatively, the parties may mutually select an
96 arbitrator. That Arbitrator selected will be assigned to hear the grievance.

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

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

107 **Section 5.8. Arbitration Fees and Expenses:** Each party shall bear the cost of its own
108 attorney and any non-employee witnesses called by the party. The cost of the arbitrator will be
109 borne by the losing party. The party asking for one shall pay the fees of the court reporter. Such
110 fees shall be split equally if both parties desire a reporter or request a copy of the transcript.

111 **Section 5.9. Arbitration Witnesses:** The aggrieved bargaining unit member(s) (including the
112 Union President) and any employee witnesses subpoenaed by the Arbitrator will be excused
113 from their regular duties during their participation in the hearing if the hearing is held during their
114 regularly scheduled hours of work. In no case will a bargaining unit member receive payment for

Library Counter Proposal - Grievance and
Arbitration 2023-2025 Agreement between WPL and WPLU Article 7 - 8/19/2025

115 participating in an arbitration proceeding that is held outside of their regularly scheduled hours
116 of work.

117 **Section 5.10. Pre-arbitration Meeting:** Either party may request, in writing, a pre-arbitration
118 meeting. The purpose of the meeting is to discuss the merits of the grievance, to exchange lists
119 of witnesses, and to exchange copies of any documents expected to be used in the arbitration
120 hearing. A meeting may be requested at least thirty (30) days after the notice to arbitrate. The
121 receiving party may voluntarily accept the request. If the party accepts the request, a meeting
122 shall be scheduled for a date no later than fourteen (14) days after receipt of the request for a
123 pre-arbitration meeting unless the parties agree otherwise.

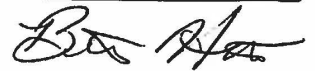
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For the Union

TA 8/22/25

For the Library


Nicole Leavitt



J. Dawne

Nicole Leavitt
Emily J. Post
RSL

1 **ARTICLE 6 NO-STRIKE, NO-LOCKOUT**

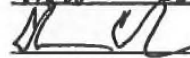
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3 **Section 6.1 No Strike/No Lockout** Bargaining unit employees shall not be locked out
4 of work, and neither the Union nor any of its members may strike the Employer during the term
5 of this Agreement or any extension thereof. No strike shall be conducted by the Union or any of
6 its members without first giving the Employer the ten (10) calendar days' notice required by the
7 provisions of Ohio Revised Code 4117.14. For this Agreement the definition of "Strike" set
8 forth at Ohio Revised Code 4117.01(H) shall apply.

9

10

FOR THE UNION:


Victor Simon

Rudy Jeanette

FOR THE EMPLOYER:


Jonathan J. Darnie

Date: Tentatively Agreed:

10-7-2024

11

presented/discussed 3/3/25

Library Revised Proposal 03/03/2025

Upper Arlington Public Library Counter Proposal 9/13/2024

Upper Arlington Public Library Proposal
9/10/2024

Article 7 LABOR-MANAGEMENT COMMITTEE

7.1 Labor-Management Committee. The Union and the Employer will jointly establish a committee for the purpose of discussing issues and concerns, including issues involving safety of employees while working, study problems, and explore remedies to facilitate communication between the Employer and the Union. No information shall be disclosed to the Committee which is confidential, proprietary and/or which relates to a matter pending before a local, state, county or federal government agency or a court of competent jurisdiction. The Committee will be made up of three (3) members of Administration and/or/designees, and up to three (3) bargaining unit members as chosen by the Union. The Union will designate one Committee member as liaison. Meetings shall not last more than two (2) hours in length, except as authorized by the Director or their designee

The Committee may meet up to once quarterly or as otherwise agreed, during a time that is mutually acceptable to both parties. The Union liaison and an Employer representative will mutually establish an agenda for the Committee meetings. Labor management meetings may not be used to negotiate changes or additions to the terms of the Agreement. Union team members will not be on paid time except Union team members may request to use accrued personal vacation time in labor management meetings except if the absence of the employee will create a staffing conflict or coverage shortage and if such the employee will be expected to remain at work.

7.2 Health and Safety. The Labor-Management Committee shall be responsible for reviewing safety issues and concerns. In addition to the regular quarterly meetings, the Employer or Union may request to convene at other times as mutually agreed upon by the Employer and the Union for this purpose.

*Union members attending Committee meetings shall attend on paid working time if it coincides with their schedule

FOR THE UNION:

FOR THE EMPLOYER:

Wendy Wise
Nicole Leamith
Jody Casella

Jonathan J. Danner

Date: Tentatively Agreed: _____

And

1m. Withdraw section 12.10 proposal

TA 8/22/25

Union Package counter proposal of 8/19/2025 to
Library Counter 7/21/2025

Union's Contingent counter proposal of 6/16/2025 Redline compared to
Library Counter 05/14/2025

Union's Initial Proposal of 10/07/2024

Article 7 – Probationary Period, Seniority, and Reduction in Force

Section 7.1 Probationary Period: All persons newly appointed to a bargaining unit position shall serve a probationary period of six (6) months. During this probationary period, an employee may be disciplined or discharged at the Library's sole discretion without any provision of this Agreement applying, and such discipline or discharge shall not be subject to the grievance procedure set forth in this Agreement. Upon completion of the probationary period, an employee will be granted seniority back to their first date of work.

Section 7.2. Seniority

Section 7.2.1. 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 7.2.2. Seniority List: The Library will maintain and periodically update a seniority list which will be available to the Union and employees upon request. Questions or problems with the seniority list will be addressed at Labor Management Committee meetings.

Section 7.2.3. Same Date of Hire: If the date of hire of two or more employees are the same date, their placement on the seniority list shall be determined by whose last name comes first in the alphabet having the greatest seniority.

Section 7.2.4. Seniority and Temporary Assignment: An employee in a bargaining unit position who temporarily performs work in a non-bargaining unit position will continue to accrue seniority for the purposes of this article during such service.

Section 7.2.5. Break in Seniority: Accrued seniority is eliminated when an employee:

- 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 laid-off or furloughed for more than twelve (12) months;
- v. fails to accept a recall to a vacancy in the same classification within fourteen (14) days of recall notice.

Section 7.2.6. 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 7.2.7. Layoffs, Furloughs and Seniority: An employee who is laid off or furloughed and is recalled not more than twelve (12) 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.

Section 7.2.8. Leave of absence: Any Employee on a leave of absence, whether paid or unpaid, will retain and continue to accrue seniority during the entire time of the leave.

Section 7.3. Reduction In Force

Section 7.3.1. Definitions: The term "layoff" 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/schedule or for a set number of days.

Section 7.2.2. Reasons for and Notification of Layoff /Furlough: In the event a layoff or furlough is necessary due to lack of work, lack of funds, or abolishment of positions for efficient operation or reorganization, the Library will notify the Union thirty (30) days prior to the anticipated date of layoff or furlough, or as soon as is administratively practicable if such notice is not possible. The notice to the Union will include:

- The name and contact information for the Library official to contact for further information about the layoff or furlough;
- Statement as to whether the planned event is expected to be permanent or temporary;
- The expected date that the first layoff/furlough is to take place and the anticipated schedule of employment separation; and
- The classifications affected and the names of the workers presently employed in those classifications.

Section 7.2.3. Layoff List: The Library will meet and confer with the Union to discuss solutions and alternatives to layoffs/furloughs at least twenty-one (21) days prior to the anticipated date of the layoff/furlough, or as soon as is administratively practicable if such time is not feasible. As part of the discussion, the Parties may discuss the redistribution of hours and any other means to prevent a layoff/furlough, as soon as administratively possible. Prior to this meeting, the Library will provide the Union with a current seniority list and the reason for the layoff/furlough.

In the event of a layoff/furlough the Library will maintain a layoff and/or furlough list and will supply these lists to the Union upon reasonable request. The layoff and/or furlough lists will contain the employee's name, date of layoff/furlough, and classification. The furlough list will also contain the projected date of recall if known.

Section 7.2.4. Layoff and Furlough Procedure: If it is determined that a layoff/furlough is needed, the Library may request volunteers to be laid off/furloughed. If no employees volunteer or too few volunteers are found, layoffs/furloughs within the affected classifications / job titles will be in order of seniority with the least senior employee in the affected classifications / job title being the first to be laid-off/furloughed.

Section 7.2.5. Recall: In the event of a layoff/furlough, recall will be made in the reverse order of the layoff/furlough. Thus, the last employee to be laid off/furloughed will be the first to be recalled. Employees retain recall rights for twelve (12) months. Laid off/Furloughed employees will be notified of all vacancies and will be recalled to the first vacancy in the same position.

TA 8.22.25

Union Package counter proposal of 8/19/2025 to
Library Counter 7/21/2025

Union's Contingent counter proposal of 6/16/2025 Redline compared to
Library Counter 05/14/2025

Union's Initial Proposal of 10/07/2024

1 Laid off/Furloughed employees may also request to be recalled to the first vacancy of a
2 position in the same or a lower pay range for which the employee is qualified. Employees
3 who have requested to be recalled from layoff/furlough to vacancies of a position in a lower
4 pay range may be recalled earlier than other laid off/furloughed employees who have not
5 selected this option. All requests to be recalled to a vacancy in a position in a lower pay
6 range will be made in writing to the Human Resources Manager. In the event an employee
7 is recalled from layoff or furlough to another classification that employee must be able to
8 fully perform the duties of the position.
9

10 If a vacant position would be a promotion, the employee may apply for the position.
11

12 A bargaining unit employee who is recalled from layoff/furlough into a lower pay range will
13 be placed at their rate of pay at the time the layoff/furlough occurred up to, but not
14 exceeding, the maximum rate within the new range. A bargaining unit employee recalled
15 to their previous position will be placed at their previous rate of pay, unless the previous
16 rate of pay is below the new minimum for their pay range, in which case they will be placed
17 at the new minimum rate of pay.
18

19 Notice of recall will be emailed to the employee's personal email address or by mail at the
20 address the Library has on file. Employees will also receive a phone call from the Human
21 Resources Manager notifying them of the recall. Each employee is responsible for
22 notifying the Library, in writing, of any change in email address or mailing address during
23 the furlough period. An employee who fails to contact the Library for a return-to-work date
24 within ~~fourteen~~ ^{seven} (7) ~~days~~ of recall notice will be deemed to have voluntarily resigned
25 employment. The Library, the employee, and the Union may mutually agree to a different
26 return to work date in the event of extenuating circumstances.

8/22/2025

For The Union:

CH
Samar Gurney

Nicole Leavitt

Emily J. Hunt
R. J. D. 22

For the Library:

B. J. Hest

J. Downer

TA 10-28-25

Union Counter 10/28/2025
Library Counter 10/21/2025
Union Counter Proposal of 10/13/2025
Library Counter 05/14/2025
Union's Initial Proposal of 12/11/2024

ARTICLE 8 - JOB POSTINGS, VACANCIES, AND TRANSFERS

Section 8.1. Definitions: A "vacancy" is defined as an open position that the Library, at its discretion, desires to fill, created by an increase in force or by an employee leaving an existing position for any reason.

"Qualified" is defined as possessing the prerequisite skills and abilities as contained in the position description to satisfactorily perform the required work. In connection with skills and abilities, the position description may include, but is not limited to, academic qualifications, education, experience in the Library, experience in another library system, related experience, etc.

"Transfer" is defined as a lateral move within the same pay range from one department or branch to another.

"Shift change" is defined as a lateral move within the same job title and department that results in the employee's regular working hours changing.

Section 8.2. Notice of Vacancy and Applications: ~~A vacancy occurs when a position is posted.~~

Bargaining unit employees will be notified seven (7) calendar days prior to a position being posted. The notice will contain the position title, minimum starting rate of pay, minimum qualifications, department, and budgeted hours. Employees wishing to apply for an open position must submit their application through the online application system.

Section 8.3. Interviews: The Library shall grant interviews to all internal candidates who apply within three weeks of the position being posted and meet the minimum qualifications and requirements for the position as stated in the job description. Employees who apply after the three week deadline may be interviewed at the Library's discretion. The Library will notify selected candidates regarding scheduling of interviews. If an employee is scheduled to work when the Library plans interview times, the employee will be allowed to interview on work time.

Section 8.4. Selection and Non-Selection: The Library will choose the most qualified candidate to fill the vacancy. The Library will notify internal candidates who are deemed not qualified that they will not be granted an interview. The Library shall notify all internal candidates who were interviewed but not selected for the position.

Section 8.6. Voluntary Transfers: Employees wishing to transfer to an open position must apply and meet the minimum qualifications of the position in order to be considered. ~~Employees may also request a transfer even if there is not currently a vacancy by submitting a transfer request to the Library. If that transfer request is denied, the Library will notify the employee of the reason for the denial.~~

Section 8.7 Shift Change: In the event that an employee applies for an open position with the same job title in the same department or branch, the Library may choose to bypass the

TA 10-28-25

Union Counter 10/28/2025

Library Counter 10/21/2025

Union Counter Proposal of 10/13/2025

Library Counter 05/14/2025

Union's Initial Proposal of 12/11/2024

interview process, provided only one qualified internal applicant applied for the position by the internal application deadline, resulting in a shift change.

Section 8.8 Involuntary Transfers: A temporary transfer is due to the temporary closure of a library location or department. The Library may temporarily transfer the affected employee(s) until such time as that Library location or department is re-opened at which point the employee shall be transferred back. The Library will provide the affected employee(s) with at least seven (7) days' notice prior to the temporary transfer, unless there are exigent circumstances.

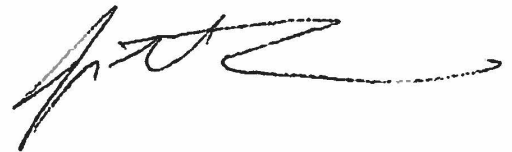
An employee is considered to have been transferred when they are assigned to a position at a different library location or department within the same pay range on a permanent basis. The Library will notify the Union and the employee no less than ~~fourteen (14)~~ seven (7) days prior to initiating the transfer. The employee may within seven (7) days of receipt of the notification of the transfer request a meeting with the Library Director/designee. The Library shall set a meeting at a convenient date and time to meet with the employee to discuss the reason for the transfer and the Employee's concerns. The employee may have a union representative attend the meeting if requested. No transfer will go into effect until such a meeting is held.

If there is a permanent closure of a department or branch and the Library does not intend to initiate a Reduction in Force, the Library shall provide employees with notice at least thirty (30) days prior to the implementation of the decision and will meet with the affected employees to discuss the changes. If there are vacant positions available, affected employees who apply and meet the minimum qualifications will be interviewed.

Library

Jonathan Dower
Ben Hubbs

Union



TA 10-28-25

Library Proposal 1 - 10/13/2025

ARTICLE 12 - HEALTH AND SAFETY

Section 12.1. Commitment to Workplace Safety: The Library and the Union recognize that a safe and secure work environment is essential to the health, well-being, and productivity of all employees. The Library is committed to providing and maintaining a safe workplace through proactive measures, ongoing training, and transparent communication. To that end, the following commitments are established:

Section 12.3 Reporting Unsafe Conditions: Employees are required to proactively support a safe work environment by reporting any potentially unsafe conditions, situations, or events within twenty-four (24) hours of discovery. Reports shall be submitted in writing through the Library's incident report system.

Upon receipt of the report, the Library shall investigate the matter promptly and initiate appropriate steps to address and remedy any unsafe, hazardous, unhealthy, or potentially dangerous conditions as soon as feasible, commensurate with the urgency of the situation.

Section 12.4. Training & Drills: The Library shall provide regular safety training to all staff, including but not limited to:

- Emergency response protocols (e.g., fire, severe weather, missing child, etc.)
- De-escalation techniques and procedures
- First aid and CPR training, where appropriate

In addition, the Library shall conduct periodic emergency drills to ensure readiness and familiarity with procedures.

Section 12.5 Inspection Results: To protect staff from health hazards, the Library shall conduct regular inspections for pests, including bed bugs, in all library facilities. These inspections shall be conducted by licensed professionals on a regular basis or as needed based on reported concerns. The Library will take prompt remedial action, including treatment and follow-up inspections, in the event of any infestation.

The Library will work collaboratively with the Labor-Management Committee on solutions to recurring or systemic safety concerns identified through incident reporting. While the Library shall share trends, findings, and corrective actions with the Committee, not all individual incident reports will be shared in order to protect privacy and confidentiality.

Employees are guaranteed protection from retaliation for the truthful, honest, and good faith reporting of environmental or safety concerns.

Library
Jonathan Downes
Ben Fuhler

Union
- [Signature]
Sam Shaw
Jody Caselle
Lucas Miller

Library Counter 7/21/2025

Union's Counter proposal of 6/16/2025 redlined against

Library Counter Proposal 05/14/2025

Union's Initial Proposal of 12/11/2024

TA
7-21-25

ARTICLE 13 - TUITION REIMBURSEMENT AND MEMBERSHIPS

13

Section 13.1. Educational Reimbursement: The Library will budget ~~\$9,000~~ ~~\$20,000~~ ~~an amount~~ per calendar year to be used for tuition reimbursement. ~~If, per the Library is unable to provide budget the allotted amount due to budgetary shortfalls or a redistribution of funds, the Library will notify all employees, via email and Infobahn within one (1) week.~~ ~~Board's discretion.~~ Eligible employees must apply for reimbursement to the Human Resources Manager, instructions detailed in the Personnel Policy Manual. Applications will be approved on a first-come, first-served basis. Approved applications will be reimbursed for the cost of tuition up to a maximum of ~~\$34,000~~ per calendar year for coursework completed within the calendar year. ~~Approval is subject to availability of funds prescribed by the Board for this purpose. An employee who has their request denied for a non-procedural reason may not utilize the grievance procedure but may bring the issue to the Labor Management Committee~~

This provision does not apply to coursework completed prior to ratification of this Agreement.

Section 13.2. Eligibility Requirements: Any employee who is budgeted ~~3540~~ hours or more per pay with at least one (1) continuous year of service with the Library is eligible for tuition reimbursement. Eligible courses will only include those taken in pursuit of an MLIS at an ALA-accredited school, ~~or courses that will increase competency in the employee's current position or help them become eligible for advancement at the Library as approved by the Human Resources.~~

Section 13.34 Reimbursement Procedures: In order to receive tuition reimbursement, eligible employees must submit proof of completion along with a paid receipt or other proof of tuition payment to the Human Resources Manager. The employee must achieve at least a "B" or better in the course (in the event of a pass/fail grading metric, the employee must pass). Reimbursement will not exceed the cost of the coursework in the grading period and will not exceed ~~\$34,000~~ per calendar year.

Section 13.45. Scheduling: All coursework is to be taken on the employee's own time. ~~Any scheduled~~

Section 13.5.6 Work Requirements: If an employee received tuition reimbursement, the employee must agree to continue to serve as work time used as an employee with the Upper Arlington Public Library system for a period of at least one year after completion of the respective course. Should this not occur, the amount of money reimbursed to the employee for the course must be returned to the Library within 12 months of the employee's last date of employment. ~~course schedule. Any changes must have the prior approval of the termination or resignation.~~ A written repayment plan, signed by the employee, would be established which would outline the terms of repayment to the Library.

Section 13.6.7 Professional Memberships: ~~For an employee who is budgeted 40 hours or more per pay, The Library may, at its discretion, cover a portion or all of each employee's dues with a professional association/organization. The Employee may request the Library provide the reason why if it declined the request. An employee who has their request denied for a non-procedural reason may not utilize the grievance procedure but may bring the issue to the Labor~~

Library Counter 7/21/2025

Union's Counter proposal of 6/16/2025 redlined against

Library Counter Proposal 05/14/2025

Union's Initial Proposal of 12/11/2024

~~Management Committee. At no point will the library be required to reimburse the membership dues for union membership.~~

TA: 7/21/25

For the Union:

Jody Casella

Q2

Danah Gurney

HA

Wendy Wise

For the Library

B. J. Davis

Ami Pengallii

J. Downes

ARTICLE 16 DISCIPLINARY PROCEDURE

Section 16.1. Definitions: The term "day" shall have the same meaning as in Article 5 Grievance Procedure

Section 16.2. 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 purpose of discipline is to be corrective in nature, and the level of discipline will be related to the severity of the offense, the employees' record of discipline or lack thereof, and any mitigating or extenuating circumstances.

Employees may 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.~~ Methods of discipline include:

- Verbal warning;
- Written warning;
- Final written warning
- Unpaid suspension and / or probation
- Termination of employment.

~~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. An Employee may utilize the grievance procedure for any method of discipline.~~

Section 16.3. Suspension or Termination. When the possibility of suspension or termination exists, the Employer will schedule a conference with the employee to discuss the charges. No later than twenty-four (24) hours prior to the conference, the Employer will provide the charges and notice of the meeting to the employee. The meeting shall be attended on paid time if they coincide with the schedule of the employee and the Union Representative.

At the meeting the employee will be presented with the evidence against them, and the employee will be given the opportunity to respond to the charges and present any countervailing evidence. The employee has the right to have a union representative present at the conference. Following the conference the Employer will issue disciplinary action within seven (7) days, if appropriate.

The employee may choose to waive this procedure and/or Union representation during the procedure.

TA 8/22/25

Library Counter Proposal 8/22/2025

Union's Package counter of 8/19/2025

Library Counter 7/21/2025

Union Updated Contingent Counter Proposal of 6/16/2025

Union Counter proposal of 3/3/2025 redlined against

Upper Arlington Public Library Proposal of 10/07/2024 to

Union Proposal of 09/10/2024

1 **Section 6.4. Union Representation:** Employees shall have the right to Union representation at
2 investigatory meetings that may lead to discipline. Union representation is not required for non-
3 disciplinary matters, or when providing an employee with a decision of discipline.

4 **Section 16.5. Documentation and Rebuttal:** Any disciplinary measure taken will be followed
5 by written documentation given to the employee prior to placement in the employee's file. The
6 employee will sign the document attesting that they have received a copy of the document and
7 had the opportunity to read the document, but the employee's signature does not indicate that the
8 employee agrees with the content of the item being placed in their file. All employees shall have
9 the right to attach a written rebuttal to all documents relating to disciplinary action.

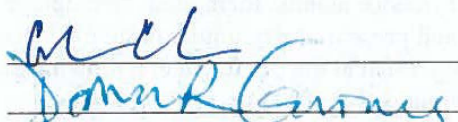
10
11 **Section 16.6. Grievance.** Only unpaid suspensions and discharges are subject to arbitration. A
12 ~~Verbal and warning, written warnings, or probation are not~~ subject to all steps of the grievance
13 procedure except arbitration the grievance procedure.

14
15 **Section 16.7. Immediate Removal Situations:** Where an employee has been accused of an act
16 that in the Library's judgment requires immediate removal from the premises, the Library may
17 suspend the employee with pay for as long as is reasonably required to investigate the matter and
18 implement appropriate disciplinary action in line with the above requirements.

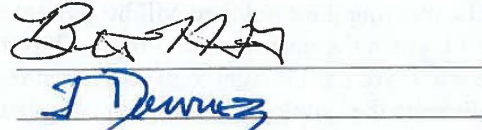
19
20 **Section 16.8. Prior Discipline and Evaluation:** Any documentation from a discipline placed in
21 an employee's personnel file will be in effect for up to two (2) years from the date of issuance,
22 provided there is no intervening discipline, which will commence a new two (2) year period. The
23 date of issuance is the date signed by the affected employee. After two years the infraction will
24 not be taken into account for assessing disciplinary action unless the Library can demonstrate a
25 pattern of behavior intended to take advantage of this two (2) years look back period. Also, any
26 record of commendations or performance evaluations or the like, more than the two year look back
27 period, may not be utilized in any arbitration of discipline.

28
29

FOR THE UNION:


Nicole Jeanette

FOR THE EMPLOYER:


Dan

Date: Tentatively Agreed: 8/22/25

30


Emily J. Runt

T.A. 4-22-25

ARTICLE 17 - MISC. WORKING CONDITIONS

1

2

3 **Section 17.3. Notice of Resignation:** As a matter of professional courtesy, and to ensure
4 efficient severance of the employment relationship, all employees upon resigning from
5 employment with the Employer will provide the Employer's Human Resources department with
6 at least two (2) weeks prior written notice.

7

8 **Section 17.4. Personnel Files:** Each employee shall have the right to review the contents of
9 their personnel file and may request a copy of any documents contained therein. The employee
10 may submit a written response/statement of explanation to material placed in their personnel
11 file/the employee's response will be attached to the material.

12

13 **Section 17.5. Work Rules, Policies, Manuals:** The parties recognize the Employer has the
14 authority and responsibility to promulgate work rules, policies, and directives for the operation of
15 the Library system and to meet its obligations under this Agreement, provided such work rules,
16 policies, and directives are not inconsistent with the terms of this Agreement. The parties also
17 recognize that all employees are subject to and responsible for adhering to the work rules,
18 policies, standards of conduct, and directives included Board policies and the personnel policy
19 manual.

20

21 **Section 17.5.1 Notification:** New or revised work rules, policies, or directives will be
22 made available first to the Union and employees at least seven (7) days prior to their
23 implementation, except in case of emergency where notice will be made as soon as is
24 reasonable. The Employer shall provide each employee with access to an electronic
25 copy of the Library's Personnel Policy Manual and any other handbook containing work
26 rules, policies, standards of conduct, or directives.

27

28 **Section 17.6. Mileage Reimbursement:** Employees who use personal vehicles for approved
29 Library business will receive the standard mileage allowance at the current IRS rate, and may
30 have their parking costs reimbursed following the Business Travel Policy in the Personnel Policy
31 Manual.

32

33 **Section 17.8. Job Descriptions:** It is the responsibility of the Library and its administration to
34 maintain job descriptions for each bargaining unit classification, and to provide each employee
35 with a copy of their current job description.





Aaron Adams
Semi Star

Jody Casella


TA 10/28/25

ARTICLE 19 - PAID PARENTAL LEAVE:

Section 19.1. Procedures: The Library will provide Paid Parental Leave to eligible employees who experience one of the qualifying events. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, if applicable. The Library policy for FMLA, if applicable, will apply for paid Parental Leave except as otherwise provided in this Article.

Section 19.2. Eligibility: All staff are eligible for Paid Parental leave, regardless of part-time or full-time employment status. Employees must be employed for six (6) months to be eligible.

Section 19.3. Qualifying Events: The following events qualify for the usage of Parental Leave:

- To care for a newborn child or to prepare for or recover from the birth of a child;
- The loss of a pregnancy;
- The placement of a child with the employee for adoption or foster care

Section 19.4. Amount of Leave: Six (6) weeks paid time off of their weekly designated position hours at 100% of their regular hourly rate of pay.

For birth, adoption, or fostering the number of children involved in a qualifying event does not increase the amount of time granted. The Employer may request appropriate medical documentation.

An employee will receive a maximum of six (6) weeks of Paid Parental Leave in a rolling twelve month period regardless of whether more than one (1) qualifying event occurs (e.g. the birth of twins, two separate births, etc.).

Section 19.5. Coordination with Other Leaves: Any employee who does not qualify for FMLA will be allowed to utilize sick and / or vacation leave or to take unpaid leave to extend parental leave for a maximum of 12 weeks.

An employee on Paid Parental Leave will maintain access to all previous benefits for employees during the Parental Leave period as if they were taking any other form of paid leave. Employees will continue to accrue vacation and sick leave while on paid parental leave.

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

Library Counter 10/21/2025 (Changes Accepted by Union)
Union's Counter Proposal of 10/13/2025

- 1 **Section 19.6 Notice Requirements for Leave:** An eligible employee will provide at least 30
2 days notice when requesting Paid Parental Leave unless otherwise impracticable given the
3 employee's circumstances (such as but not limited to an early/sudden birth or complication, or an
4 FMLA qualifying illness or injury occurring suddenly/unexpectedly).
5
6 **Section 19.7 Paid Parental Leave Documentation:** Documentation is required before an
7 employee may take Paid Parental Leave within 30 days of submitting their leave request, unless
8 unreasonable given the employee's circumstances.

TA 10/28/25

Library

Jonathan Downes
Bo D'Almeida

union

- JTAZ
Sam Sam
Lucas Miller
Josh Casella

Just this side

TA
8/22/25

ARTICLE 230: ASSAULT LEAVE

1

2

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

7

8 **Section 23.2. Eligibility for Leave:** To qualify for Assault Leave the employee must file a police
9 report ~~receive a physical examination and diagnosis from a qualified medical professional or~~
10 ~~specialist (as~~
11 ~~determined by the Employer), paid for by the Employer~~ with a copy of any report provided to
12 HR.

13

TA 8/22/25

For the Employer

For the Union

B. M. J.

CLC
Jonak Grimes

J. Downes

Nicole Leavitt

Emily J. Mott

R. L.

TA 10-28-25

Library Revised Proposal 10/28/2025

Library Revised Proposal 8/19/2025

Library Proposal 03/03/2025

Union's Initial Proposal of 11/01/2024

ARTICLE 21 - HOLIDAY LEAVE

1

2

3 **Section 21.1. Holidays:** The Library observes the following paid holidays and the facilities may
4 be closed:

5

- 6 • New Year's Day
- 7 • Martin Luther King Jr. Day
- 8 • Presidents' Day
- 9 • Memorial Day
- 10 • Juneteenth Day
- 11 • Independence Day
- 12 • Labor Day
- 13 • Thanksgiving Day
- 14 • Christmas Eve Day
- 15 • Christmas Day
- 16 • New Years Eve

17

18 All employees shall receive their regular pay for these holidays. If a holiday falls on a weekend,
19 the Library will decide whether to recognize the holiday on that day or an alternate day. If a
20 holiday falls and is observed on a Saturday or Sunday, full-time staff will be given a floating
21 holiday, and part-time staff will be paid if they were normally scheduled for that day.

22

23 The Library shall be closed on the following days:

- 24 • Easter Sunday
- 25 • Memorial Day Sunday
- 26 • Labor Day Sunday

27

28 Full time staff will adjust their schedules if needed to account for a closure on the Sundays listed
29 above. Part-time staff will be compensated for these closures if they were normally scheduled
30 for that day. These are not paid holidays.

31

32 If a staff member is assigned to work on an observed paid holiday listed above, they will be paid
33 time and a half for the time worked.

34

35 Staff members who are on an approved leave covered under the Family Medical Leave Act
36 (FMLA) are eligible to receive holiday pay if it falls during their leave of absence.

37

Library
Jonathan Dawne
Ben Pfahler

Union
Sam Shm
Jody Cosell
Lucas Miller

TA 8.22.25

Library Counter Proposal 04/22/2025, revised 8/22/2025
Union's Initial Proposal of 12/11/2024

ARTICLE 22 - Bereavement Leave

Section 22.1. Bereavement Leave: The Library shall permit all bargaining unit employees to have a paid leave absent from work with pay on an authorized, short term basis due to the death of a family member, or another person close to the employee. Employees may receive the following paid bereavement leave:

Section 2.2. Amount of Bereavement Leave:

- The employee shall receive five (5) paid workdays for bereavement leave after the death of:
 - A spouse or domestic partner
 - Sibling
 - Parent, legal guardian or other person who stands in place of the parent
 - Parent-in-law / domestic partner's parent
 - Stepparent
 - Child or step child
 - Grandparent
 - Grandchild
 - Someone whom the employee is a legal guardian ~~of a minor or~~
 - Any other relative living in the employee's household
- The employee shall receive one (1) paid workdays for bereavement leave after the death of:
 - Aunt / uncle
 - Niece / nephew
 - First cousin
 - Sister-in-law / brother-in-law
 - Any person residing in the same household

Use of accrued sick leave or vacation leave ~~accrued paid time off of~~ up to one (1) day will be granted for any person not listed above without occurrence.

Section 22.3. Notification: An employee may choose when to start paid bereavement leave, but must do so within a reasonable period of time. The employee must notify in person, by phone or by voicemail, their supervisor or designee prior to the start of their next shift; or, if already at work, prior to leaving the building.

Section 22.4. Interaction with Other Leaves: If an employee is currently utilizing paid time off and experiences a death, the employee will be permitted to use bereavement leave instead. If an employee requires more time to grieve than the allotted time for bereavement leave, they may request the use of up to 3 workdays using accrued sick leave or vacation leave. ~~paid time off.~~

For the Union

TA 8/22/25

For the Employer

Emily J. Ant
RSE
Donna R. Lawrence
Nicole Leavitt

Barbara
J. Dawns

Library's Revised Counter 10/28/2025
Library's Counter Proposal 10/13/2025
Union's Package Counter Proposal of 7/21/2025
Library's Counter proposal of 6/16/2025
Union's Counter proposal of 5/14/2025 to
Employer's PTO Counter proposal of 3/25/2025
Union's Initial Proposal of 1/15/2025

TA
10-28-25

1

ARTICLE 27 - SICK LEAVE

2 Section 27.1. Sick Leave Definitions:

3 A "sick leave absence" is any absence from work resulting from (1)

- 4 • an illness or injury of an employee
- 5 • a medical appointment of employee or an immediate family member as defined below
- 6 • the illness or injury of an immediate family member as defined below
- 7 • To extend bereavement leave following the death of a family member under Article 22
- 8 • "Immediate Family" includes a parent or legal guardian, parent-in-law, sibling, child
- 9 (biological, adopted, foster, or step), spouse or domestic partner, any relative who
- 10 resides in the same household as the employee, anyone the employee has legal
- 11 guardianship over, or anyone who stands in place of a parent.

12 **Section 27.2. Use of Sick Leave:** Employees must notify their supervisor by phone call or text
13 at least 30 minutes before the start of their scheduled shift if they are unable to report to work
14 due to illness or another reason requiring the use of sick leave. Exceptions may be made in
15 cases of extenuating circumstances, such as a medical emergency or hospitalization, that
16 prevents timely communication. Employees are not permitted to take an unpaid day for an
17 illness in order to "bank" their sick leave for later use. Employees may utilize their sick leave as
18 it is accrued immediately after being hired. If time lost through illness exceeds the accumulated
19 sick leave, the overage must be deducted from the employee's vacation leave or other paid time
20 off banks.

21 Employees may only request sick leave hours based upon their regular budgeted schedule.

22 Employees are prohibited from falsifying the reason for sick leave, an act that shall be subject to
23 disciplinary action. Employees may not be compensated during periods of unauthorized use of
24 sick leave. A physician's note may be requested for a sick leave absence of 5 or more
25 consecutive days. For absences that are covered by FMLA, consult the FMLA policy.

26 **Section 27.3 Sick Leave Accrual:** All employees are eligible to accrue .05775 hours of sick
27 leave per hour worked immediately upon becoming employed with accrual based on the number
28 of hours paid per pay period, not to exceed eighty (80) hours paid in a pay period.

29 The maximum accrual of sick leave for part time employees is 400 hours. The maximum accrual
30 for full time employees is 960 hours. Employees continue to accrue sick leave while on paid
31 leave of absence, including leaves where sick or vacation leave is used.

TA
10-28-25

Library's Revised Counter 10/28/2025
Library's Counter Proposal 10/13/2025
Union's Package Counter Proposal of 7/21/2025
Library's Counter proposal of 6/16/2025
Union's Counter proposal of 5/14/2025 to
Employer's PTO Counter proposal of 3/25/2025
Union's Initial Proposal of 1/15/2025

1

2

3 **Section 27.4 Accrual Balances Prior to Initial Contract Date:** Any sick leave hours accrued
4 by employees that exceed the maximum allowable accrual will be placed in a non-accruing
5 grandfathered leave bank. Hours in this bank will not continue to grow and will not be
6 replenished once used.

7 Employees may access their grandfathered leave bank only after their current active sick leave
8 balance has been depleted. The grandfathered bank will then be drawn down until exhausted,
9 at which point standard leave policies will apply.

10 **Section 27.5 Transfer of Prior Credit From Previous Employment:** A new full time
11 employee may transfer a maximum of 240 hours of earned unused sick leave from another Ohio
12 public library; a part time employee may transfer up to 120 hours. To be unused, the new
13 employee must not have been paid out any of their Sick leave from their previous employer. The
14 employee is responsible for obtaining proof of sick leave balance from the transferring library.

15 Employees who return to the Library after a separation of service of less than twenty-four (24)
16 months shall be credited with their unused balance of accumulated sick leave which existed at
17 the time of their original separation from service, provided the employee did not receive a
18 payout of their unused sick leave.

19 **Section 27.6. Unused Sick Leave Payout:** Employees who have worked for a total of ten (10)
20 years for the Library are eligible to receive payment of one-quarter ($\frac{1}{4}$) of any unused sick leave
21 up to a maximum of 240 hours upon application and retirement from the Upper Arlington Public
22 Library through the Ohio Public Employee Retirement System (OPERS). Only years of
23 employment with the Library will be counted in determining the employee's eligibility for payment
24 of unused sick leave. Such payment shall be made only once to an employee and payment for
25 sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the
26 employee at that time.

Library
Jonathan Downs
Bob Miller

Union
- [Signature]
Sam Skyn
Jody Casella
Lucas Miller

Libra
 Ben Glaser - Union
 Jonathan
 Downer
 Jim Stein
 Josh Casella
ARTICLE 28 - VACATION LEAVE
 Lucas Mullen

Library Counter 10/13/2025
 Union's Package Counter Proposal of 7/21/2025 to
 Library Counter Proposal 6/16/2025 to
 Union's Counter Proposal of 5/14/2025 to
 Employer's PTO Counter Proposal of 3/25/2025 to
 Union's Initial Proposal of 1/15/2025

TA 10/28/25

Section 28.2. Accrual Rate: Employees earn vacation leave time according to their range, as shown in the table below, and the number of hours paid per pay period.

Section 28.3. Active Pay Status: Vacation does not accrue for work over 80 hours in a pay period, unpaid leave, or on overtime hours. Employees continue to accrue vacation leave while on a paid leave of absence, including leaves where sick or vacation leave is used.

Section 28.4 Carryover: Vacation leave may be carried over from one year to the next up to a maximum of the employee's current annual maximum accrual calculated on the designated position hours (e.g. hourly accrual x designated hours per pay x 26 pays).

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. Part-time staff accrue a prorated maximum based on their budgeted hours per pay.

Section 29.4: Using Vacation Leave: An employee may not utilize vacation leave until they have been employed for 90 days. After 90 days, employees may not take unpaid leave in order to bank vacation leave.

Accrual Rates			
Position	Per Hour		
Pay ranges 5&6	0.03847		
Pay range 7	.05385		
Pay ranges 8 & higher	.1		

Maximum Balance for Full Time Employees			
Position			
Full-Time (40) pay ranges 5&6	80 hours(2 weeks)		

Library Counter 10/13/2025
 Union's Package Counter Proposal of 7/21/2025 to
 Library Counter Proposal 6/16/2025 to
 Union's Counter Proposal of 5/14/2025 to
 Employer's PTO Counter Proposal of 3/25/2025 to
 Union's Initial Proposal of 1/15/2025

Full-Time (40) pay range 7	112 hours (3 weeks)		
Full-Time (40) pay ranges 8 +	208 hours (5.2 weeks)		

Vacation time is accrued on a bi-weekly basis (as shown above) from the employee's start date and the cumulative total credited time will appear on the employee's pay stub. **Section 28.3 Grandfathering Provision:** Employees who, at the time this Agreement takes effect, are accruing or eligible for vacation leave at a higher rate within the next two years than provided in the schedule above shall retain or be increased to ("grandfathered") that accrual rate.

Section 28.3. Scheduling: New employees begin to accrue vacation time from the date of hire but shall not be permitted to use any vacation time until ninety (90) days after the date of hire. At any given date beyond the first ninety (90) days of employment employees shall be able to use only that vacation which has accrued as of the date of use.

Vacation requests must be submitted in writing to the employee's manager within the time periods outlined below (based on length of leave) and must receive written approval prior to taking the leave. Per the manager's discretion, the manager will can approve time off based on the needs of the department. Employees must schedule vacations of:

- A. Five (5) or more consecutive days at least 1 month in advance
- B. Two (2) to four (4) consecutive days at least 2 weeks in advance
- C. One (1) day or less is at the discretion of the employee's supervisor if less than 24 hours.

Employees should refer to the Extended Leave of Absence policy for additional information about requesting time off exceeding 14 calendar days.

Section 28.5. Vacation Leave Payout- Upon separation of employment, employees who have completed at least one (1) year of employment are eligible to be paid out a portion of their accrued Vacation leave at the employee's rate of pay in effect at the date of separation of employment. If an employee leaves the employment of the Library, for any reason whatsoever, before one (1) year of continuous service, the accumulated vacation time is forfeited. After one (1) year, employees will be paid out their Vacation Leave at the following rates:

- Less than 1 year = 0%

1 year or more = 100% of accrued Vacation Leave However, the employee will not be paid out their accrued leave if the employee is terminated for just cause under Article 6..

28.6 Equipment Return Requirement The cost of any Library-issued equipment (including keys, technology, or other property) that is not returned at the time of separation will be deducted from the employee's vacation payout.

Library Counter Proposal 10/13/2025 (changes marked as "accepted" by Union)

Union's Packaged Counter Proposal of 7/21/2025

Library Counter Proposal 6/16/2025 to

Union Counter Proposal of 5/14/2025

Union's Initial Proposal of 1/30/2025

TA 10/28/25

ARTICLE 29 - UNPAID TIME OFF

Section 29.1. New Employee Unpaid Time Off: Employees, during the hiring process, may negotiate unpaid time off for the first ninety (90) days of employment, during which time they are not eligible to take Vacation Leave. Approval of the unpaid leave during the first 90 days will be approved at the discretion of the Human Resources Manager based on the needs of the Library.

Section 29.2. Part Time Unpaid Time Off: Part-time employees may request to take up to their budgeted hours per pay equal to one week ($\frac{1}{2}$ of an employee's budgeted hours per pay period) of unpaid time off in a calendar year. Additional unpaid time off exceeding that amount must be taken pursuant to the Family and Medical Leave Act (FMLA) and Extended Leave of Absence policies.

Unpaid time off must be requested by the employee following the same rules outlined for the relevant depleted leave that it is being used in place of (Vacation or Sick Leave). Unpaid time off is granted at the discretion of the employee's manager based on the needs of the Library. An unpaid time off request may be denied at the Library's discretion. Vacation and Sick leave requests take precedence over unpaid time off requests.

Library

Jonathan Downes
Ben Faller

Union

Sam Styr
Lucas Miller
Josh Casella

ARTICLE 30 - DURATION

Section 30.1. Modification: The provisions of this Agreement may be amended or modified during the life of the Agreement by the parties. Amendments or modifications to this Agreement may only be made by a writing signed by the parties and subject to their ratification procedures.

Section 30.2. Severability: This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State Laws. The invalidity, in whole or in part, of any term of this Agreement due to operation of law or declaration by any tribunal of competent jurisdiction does not affect the validity of the remainder of the Agreement which shall remain in full force and effect.

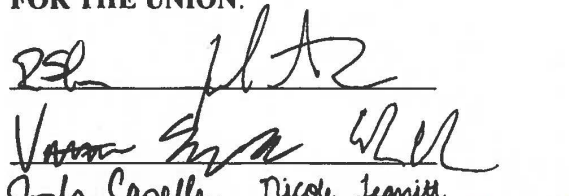
In the event of invalidation of any portion of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this agreement shall meet at mutually agreed times to attempt to modify the invalidated provision(s) by mutual agreement.

Section 30.3. Merger: The parties acknowledge that during the negotiations which resulted in this contract each had the opportunity to make proposals and negotiate regarding any subject matter not removed by law from collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement.

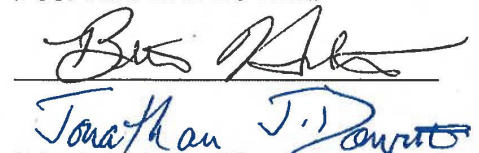
Where this Agreement makes no specification about a matter, the Library and its employees are subject to all applicable Federal laws, State laws, Local laws, and Library policies. This Agreement once ratified and signed by both parties constitutes a final written expression of all the terms of this Agreement.

Section 30.4. Duration: This contract shall be in full force and effect upon the ratification and execution by the parties for three (3) years from [DATE] through [DATE].

FOR THE UNION:


Josh Casella Nicole Lemitt
Date Tentatively Agreed 10-7-24

FOR THE EMPLOYER:


Jonathan J. Duvette

TA 10/28/25

Library Counter Proposal 03/03/2025
Union's Initial Proposal of 1/30/2025

ARTICLE 30 - INSURANCE

Section 30.1. Insurance Premium Payments: Employee premium contributions for insurance plans described in this Article shall be deducted by the Library from the employee's wages through voluntary payroll deductions as applicable.

Section 30.2. Insurance Changes: In the event of any changes to insurance, including but not limited to changes in carrier, plan offerings, premium payments, deductibles, co-payments, prescription coverage, etc., the Library shall notify the Union upon said changes being known to the Library.

Section 30.3. Enrollment: New full-time employees may elect offered insurance benefits upon hire, during the annual enrollment period, or if they experience a qualifying event. During open enrollment, all eligible employees may elect or decline coverage, and add or change dependent status effective on the date new policies become effective.

Section 30.4 Insurance: The Library will offer medical, dental, vision, and life insurance. Eligibility and cost sharing will be determined by the Library's Board of Trustees and will apply to both bargaining and non-bargaining employees.

Library
Jonathan Downer
Ben Pfahler

Union
- [Signature]
Sam Sherr
Josh Casella
Lucas Miller

RESOLUTION 10-26
2026 FACT FINDING REPORT

WHEREAS, the Upper Arlington Public Library is a public employer as that phrase is defined in Chapter 4117 of the Ohio Revised Code and is currently engaged in collective bargaining OFT/AFT UNIT 6635; and

WHEREAS, representatives of the Upper Arlington Public Library have received a fact-finding report dated April 1, 2026 containing findings and recommendations of a factfinder; and

WHEREAS, the law of this State provides that when the parties to a collective bargaining agreement receive a fact-finder's report, the legislative body of the public employer shall meet within seven (7) days of the date on which the report is received to consider the report and to accept or reject the report and recommendations contained therein; and

WHEREAS, the law further provides that upon failure of the legislative body to accept or reject the report, the recommendations are "deemed accepted" by the legislative body as the final resolution of the issues submitted to the factfinder and that such recommendations shall be added to the successor collective bargaining agreement between the parties; and

WHEREAS, the Board of Trustees of the Upper Arlington Public Library considered this matter on April 7, 2026 during a Special Meeting; and

WHEREAS, the Board's vote will be submitted to the State Employment Relations Board within twenty-four (24) hours pursuant to Ohio law;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE UPPER ARLINGTON PUBLIC LIBRARY, FRANKLIN COUNTY, AND STATE OF OHIO, THAT:

Section 1: By virtue of Chapter 4117 of the Ohio Revised Code, this Council, not later than seven days after the fact-finder's report and recommendations were served on the parties, does hereby certify (1) that it has been provided with said report and recommendations of the fact-finder, (2) that the legislative body has met in open session having done so on April 7, 2026, and (3) that the vote of its membership with regard to the report is as follows:

Total Number of Votes: 6

Votes to Accept Report: 6

Votes to Reject Report: 0

Passed this **day of April 7, 2026.**

SIGNATURE SHEET

Upon the motion of Trustee William Shkurti, seconded by Trustee Mathew Courser, the Board approved the RESOLUTION with a roll call vote.

Roll Call Vote:

Kevin Fix	Aye
Susan Ralph	Aye
John Yesso	Aye
Matthew Courser	Aye
Peter Hahn	Aye
William Shkurti	Aye

Upper Arlington Public Library Board of Trustees
Upper Arlington, Ohio

CERTIFICATION

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Upper Arlington Public Library Board of Trustees, Upper Arlington, Ohio on the above-noted date.



Lori M. Piergallini, Fiscal Officer
2026-05-26 15:42 UTC
Upper Arlington Public Library
Upper Arlington, Ohio

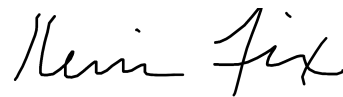
ADJOURNMENT

Trustee Sue Ralph made a motion to adjourn the meeting. Trustee Matthew Courser seconded the motion.

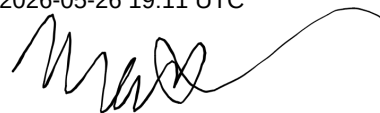
Voting:

Kevin Fix, President	Aye
Matthew Courser, Secretary	Aye
John Yesso	Aye
Peter Hahn	Aye
Susan Ralph	Aye
William Shkurti	Aye

The meeting was adjourned at 5:18 p.m.



Kevin Fix
2026-05-26 19:11 UTC
Kevin Fix, President



Matthew Courser
2026-05-26 14:58 UTC
Matthew Courser, Secretary