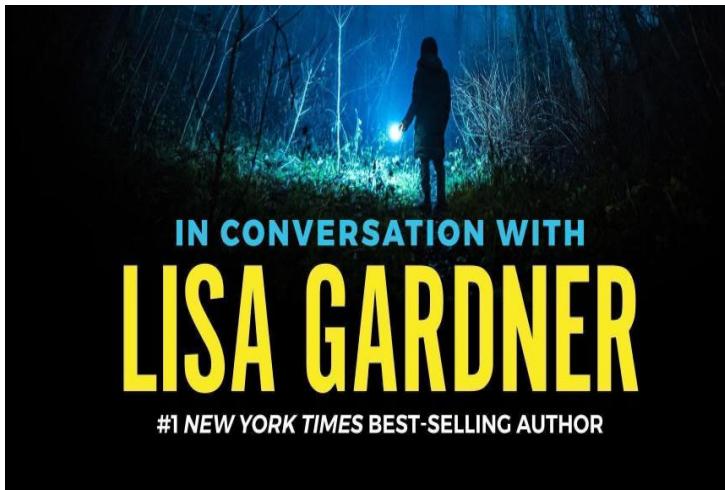


SPECIAL BOARD MEETING

JEFFERSON COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

February 9, 2026



Experience an unforgettable afternoon of storytelling with best-selling author Lisa Gardner



Faith Ringgold: Story Quilts



Stronger Together: Community Fitness Class for Moms at Deer Creek



Kids Club: STEM -- Heart Shaped Dream Catchers



Jefferson County
PUBLIC LIBRARY

APPROVAL OF AGENDA

SPECIAL BOARD MEETING AGENDA

Jefferson County Public Library Board of Trustees

ITEM# / ACTION	<p>Monday, February 9, 2026 – 5:30 pm – HYBRID MEETING</p> <ul style="list-style-type: none">• <u>ONLINE MEETING VIA ZOOM</u>• <u>IN-PERSON MEETING AT LAKEWOOD LIBRARY MEETING ROOM</u>
1.	<p>Call to order & attendance (4.5.8)</p> <p>A. Verbal roll call – Each Trustee announces their presence by stating their name.</p>
2.	<p>Pledge of Allegiance</p>
3. Agenda Action	<p>Approve Agenda</p> <p>Chair: Call for motion and second</p>
4. EXECUTIVE SESSION	<p>EXECUTIVE SESSION:</p> <p>Call for Motion and Second to recess the special meeting of the Library Board of Trustees and reconvene in executive session.</p> <p>(1) Collective Bargaining. Statutory citations authorizing an executive session for this topic:</p> <ul style="list-style-type: none">• Pursuant to 24-6-402(4)(b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.• Pursuant to 24-6-402(4)(e)(I) for discussion of strategy and instructions to negotiators.
5. Reconvene Special Meeting	Chair reconvenes special meeting.
6. Public Comment	<p>Public Comment</p> <p>The Board values public participation. Those who would like to address the Library Board can do so virtually, in-person, or online. The opportunity to address the Library Board does not include a question-and-answer session or response. Additionally, the Library Board does not respond to anonymous questions or comments. Comments will be acknowledged in the minutes of the meeting.</p> <p>For more information on public comment policy please refer to Board Governance Policy 4.3.7: Microsoft Word - January 2026 Board Governance Policy Manual</p>
7. Operational Updates Action as Needed	<p>People & Culture</p> <p>A. Collective Bargaining Agreement</p> <p>Chair: Call for motion and second</p>
8. Emerging Issues Action as Needed	
9. Ends Action as Needed	<p>Ends: No items.</p>

SPECIAL BOARD MEETING AGENDA

Jefferson County Public Library Board of Trustees

10. Board Governance Action as Needed	Board Governance. No items.
11. Suggest Agenda Items Action as Needed	BOARD SCHEDULE – NEXT MEETINGS Location of meetings of the Library Board of Trustees are being determined in cooperation with guidelines from Jefferson County. Information on meeting location will be posted at least one week prior to the scheduled meeting date. 2026 Board Meeting Schedule <ul style="list-style-type: none">• February 19, 2026 – Board Meeting – 5:30 pm Hybrid: Virtual via ZOOM. In-Person Location: Lakewood Library Meeting Room• March 12, 2026 – Study Session – 5:30 pm Hybrid: Virtual via ZOOM. In-Person Location: Lakewood Library Meeting Room• March 19, 2026 – Board Meeting – 5:30 pm Hybrid: Virtual via ZOOM. In-Person Location: Lakewood Library Meeting Room• April 9, 2026 – Study Session – 5:30 pm Hybrid: Virtual via ZOOM. In-Person Location: Lakewood Library Meeting Room• April 16, 2026 – Board Meeting – 5:30 pm Hybrid: Virtual via ZOOM. In-Person Location: Lakewood Library Meeting Room
12. Adjournment	

People and Culture

ADMINISTRATION

10200 W. 20th Ave.
Lakewood, CO 80215
303.235.5275



jeffcolibrary.org

TO: Donna Walker, Executive Director

FROM: Lisa Smith, Chief People and Culture Officer

DATE: February 9, 2026

RE: Library and AFSCME Collective Bargaining Agreement (CBA)

History of Contract: Library and AFSCME (American Federation of State, County, and Municipal Employees) CBA

On July 1, 2023, COBCA—the Collective Bargaining by County Employees Act—took effect in Colorado. COBCA recognizes the rights of county employees to join organizations of their own choosing, to be represented by those organizations, and to collectively bargain with their employer over wages, hours, and other terms and conditions of their employment.

Eligible JCPL employees voted to unionize in March 2024. They selected AFSCME as their exclusive representative. Negotiations over a contract that guides the working conditions for JCPL represented staff began in July 2024 and concluded as of January 2026. The result is a 51-page agreement that contains 28 articles that outline the work environment and specific personnel protocols within the Library (attached).

The collective bargaining agreement also contains articles that pertain to economic issues such as benefits, leave, and compensation. This, the first contract between the Library and AFSCME, will go into effect once all parties have voted to approve the contract (estimated February 2026) and end December 31, 2028.

Total Cost:

Upon ratification, any 2026 budgetary adjustments requiring Board action will be presented separately through a supplemental request.

Next Actions:

We recommend that the Library Board of Trustees adopt Resolution LB-02-09-26 approving the tentative agreement between the Library and AFSCME dated January 27, 2026, and authorizing the Executive Director to execute any documents necessary to effectuate the agreement.

Attachments:

Resolution LB-02-09-26
Collective Bargaining Agreement (CBA)

Board Member _____ moved that the following resolution be adopted:

BEFORE THE BOARD OF TRUSTEES
OF THE JEFFERSON COUNTY PUBLIC LIBRARY
RESOLUTION NO.: **LB 02-09-26**

WHEREAS, on or about March 8, 2024, certain employees (the “bargaining unit”) of the Jefferson County Public Library (“the Library”) voted to approve the American Federation of State, County and Municipal Employees (“AFSCME”) as their exclusive representative for employment matters; and

WHEREAS, the Library and AFSCME subsequently engaged in collective bargaining; and

WHEREAS, the Library and AFSCME have negotiated a tentative collective bargaining agreement; and

WHEREAS, the bargaining unit has approved the tentative collective bargaining agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees APPROVES the Tentative Agreement by and between Jefferson County Public Library and American Federation of State, County and Municipal Employees, dated January 27, 2026.

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the Executive Director to execute any documents necessary to effectuate said agreement.

Board Member _____ seconded the adoption of the foregoing Resolution. The vote was as follows:

[The Resolution passed unanimously or other appropriate description of vote]

Dated: February 9, 2026

AGREEMENT BY AND BETWEEN

JEFFERSON COUNTY PUBLIC LIBRARY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL ####, COUNCIL 976

[MONTH] ##, 2026 THROUGH DECEMBER 31, 2028

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Article 1: Recognition

- 1.01 The employer recognizes the American Federation of State, County, and Municipal Employees, Local _____ as the sole and exclusive bargaining representative for all full-time, part-time, temporary, benefited, and non-benefited staff that work or are scheduled to work 90 days in a 365 day period for Jefferson County Public Library for the purpose of resolution of issues concerning wages, benefits, and other terms of employment as specified in the Colorado Department of Labor Certificate #198.
- 1.02 The employer will not meet and confer with any other union or employee association with reference to changes or improvements in terms and conditions of employment of employees in this bargaining unit.
- 1.03 The scope of this unit includes all eligible employees of the employer but excludes those employees who are managerial, executive, confidential, temporary, intermittent, or seasonal employees who work less than 90 days in a 365-day period, or who otherwise are excluded by law or who are not mentioned in Certificate #198.
- 1.04 If new job classifications are established by the employer, the Library Director shall notify the Union, and the parties shall meet to determine whether the classifications are to be included or excluded from the bargaining unit. If the parties are unable to agree as to whether the job classifications should be included in the bargaining unit, the matter shall be decided by the Colorado Department of Labor. However, the Library can fill any of these new classifications pending final resolution of the issue.

Article 2: Management Rights

- 2.01 Except as specifically modified by other articles of this Collective Bargaining Agreement (Agreement), and in accordance with statutory rights contained in COBCA, Library Statute, and County Statute, the Union recognizes the exclusive right of the Library to make and implement decisions with respect to the operation and management of its operations in all aspects. The Library's rights include, but are not limited to the following:
 - 2.01.01 The right to determine and carry out any mission, initiative, task force, agenda, policy, or program of any department, division, office, or other subdivision of the Library Board or Jefferson County.
 - 2.01.02 The right to establish and oversee the budget, finances, and

accounting.

- 2.01.03 The right to determine the utilization of technology.
- 2.01.04 The right to negotiate, procure, and administer contracts that the Library Board has lawful authority to enter.
- 2.01.05 The right to make, amend, enforce, or revoke reasonable personal conduct rules, subject to its obligation to collectively bargaining with the Union.
- 2.01.06 The right to take actions as may be necessary to carry out any government function during an emergency declared by competent authority.
- 2.01.07 The right to direct the work force, including but not limited to the right to hire, assign, evaluate, promote, discipline, suspend, discharge, layoff, or transfer any employee.
- 2.01.08 The right to establish qualifications for employment and to employ employees.
- 2.01.09 The right to assign and allocate work to employees.
- 2.01.10 The right to determine the location of the Library including establishment of new library locations, or departments, divisions, or subdivisions.
- 2.01.11 The right to determine the hours of operation and determination of the number of shifts.
- 2.01.12 The right to determine the amount of supervision necessary.
- 2.01.13 The establishment, modification, and enforcement of rules, regulations, and policies regarding patrons of the Library.
- 2.01.14 The right to determine safety, health, and property protection measures for the Library.
- 2.01.15 The right to accept and make use of contributions by volunteers and voluntary organizations.

- 2.02 The above list shall not exclude other management rights not specifically mentioned. Any waiver of any management rights shall not establish precedent, and such rights still exist.
- 2.03 This Agreement can modify any of these rights but cannot restrict, usurp, duplicate, or impair rights and powers reserved to the County or Library as granted by COBCA, local ordinances, Statutory Authority, or the State Constitution. Powers and authority of the Library and Jefferson County are specifically protected by 8-3-3-105(2) of COBCA.
- 2.04 The Library can establish and enforce work rules. Any dispute regarding new or amended work rules will not prevent the implementation of work rules while the issue is being resolved by the Library and the Union. The Library retains the right to manage on a day-to-day basis.
- 2.05 In addition, unless overridden by a specific provision of this collective bargaining Agreement, all provisions of the Jefferson County Handbook and Personnel Rules shall remain in effect and apply to bargaining unit members.

Article 3: Neutrality

- 3.01 The Employer and the Union recognize workers' rights to join a union which will act as the employees' exclusive representative for the purpose of collective bargaining with the Employer and the right of employees to refrain from such activity. The Employer (and its supervisors and agents) agrees that it will not take any action, make any statement, hold any meeting, permit the expenditure of employer funds or do anything which will directly or indirectly say or imply that the Employer opposes unionization by any Jefferson County employees, or to otherwise influence the selection by the employees of a collective bargaining agent or the decision to join or act in the Union.

Article 4: Union Rights and Access

- 4.01 Dues Deduction
 - 4.01.01 The Library agrees to honor lawful authorizations of regular dues as payment to the Union and to remit such payments to the Union pursuant to such authorization. An employee's authorization for payroll deduction of payments to the Union will be implemented in

the pay period immediately following the submission of the authorization card to the Library.

- 4.01.02 In the event it is no longer legally permissible for the Library to comply with the obligation to provide employees with the right to have their authorized payments to the Union withheld from their paychecks, or if such right is impaired upon the expiration of this Agreement, the Library will provide the Union with access to all bargaining unit members on duty time to provide the opportunity to arrange payments to the Union using alternatives to payroll deduction. The access will be scheduled by mutual agreement between the Union and the Library.
- 4.01.03 The Library agrees to honor all lawful authorizations for payroll deductions of payments to be made to the AFSCME PEOPLE PAC and to remit such payments promptly to the Union, along with an itemized statement showing which employees made payroll deductions and the amount deducted to the PEOPLE fund.
- 4.01.04 The Union shall indemnify, hold harmless, and defend the Library against all liability, claims, actions, damages, losses, and expenses including, without limitation, attorneys' fees and costs, regarding payroll deductions for union dues and/or voluntary PAC deductions, or arising out of any breach of the obligations of the Union, or any alleged negligent or willful acts or omissions of the Union, its officers, employees, and agents. The Union's duty to defend begins when the Library requests defense of any claim arising from this provision.
- 4.01.05 The Union will provide the Library with copies of members' dues authorization and PEOPLE deduction forms.

4.02 Non-Interference

- 4.02.01 The Library will not attempt to interfere in the relationship between the Union and a bargaining unit member. The Library will not attempt to stop any bargaining unit member from belonging to the Union or from taking an active part in Union affairs. The Library will not discriminate against any bargaining unit member because of Union membership or activity, upholding Union principles, or

working under the instruction of the Union (including serving on a committee).

4.03 E-mail Access

- 4.03.01 The Library will allow distribution of meeting notices, election notices, ratification notices, Union newsletters, and other notices relevant to Union matters to bargaining unit members via work e-mail. Bargaining unit members have the right to communicate with the Union via their work e-mail. Bargaining unit members will follow County guidelines on appropriate email use.
- 4.03.02 However, use of e-mail for inappropriate material including political issues and candidates, personal attacks, libelous materials, or positions harmful to the reputation of the Library are forbidden. Such uses can limit or remove individuals from the use of staff e-mail for Union business. However, the Library will consult with the Union before any such action is taken.

4.04 Intranet and “The Buzz” Access

- 4.04.01 The Union will have a page on the Jeffco Employee Network that will serve as a virtual bulletin board for bargaining unit members. A link on this page will be included on the home page of the Intranet.
- 4.04.02 The Union can post Union notices and information to “The Buzz” and on the AFSCME page of the Library’s Intranet. Union messages will not be excluded from “The Buzz” because they are Union related.

4.05 Bulletin Boards

- 4.05.01 The Union will be provided a bulletin board at each Library location. The bulletin board will be placed in a staff area that is used regularly by staff and accessible to all bargaining unit members. The bulletin board will not be located in a public viewing space. As in 4.03.02 above, inappropriate use of the bulletin board can result in its removal for a time period or permanently. Only Union officers and their designees can post on the Union bulletin boards. In the absence of either, materials shall be posted as soon as possible by management or the senior staff member on site.

4.06 Mailboxes and Courier Services

- 4.06.01 The Union will be provided with a mailbox at each Library staffed location.
- 4.06.02 The Union can use the Library's courier service to send materials to be posted on the Union bulletin board.

4.07 New Employee Orientation

- 4.07.01 The Union can attend new employee orientations conducted by the Library. Whenever possible, the Library will provide ten (10) days' notice of an orientation. The Union will be given thirty (30) minutes to explain any Union matters at orientations. If the employer does not host an orientation within 30 days of an employee's start date, the Union will be given an opportunity to meet with the employee on work time for thirty (30) minutes. The Union will be provided the name, email, and primary work location of each new employee prior to their start date.

4.08 All Staff Days

- 4.08.01 The Union will be allowed to conduct a meeting to educate and update all bargaining unit members for sixty (60) minutes each year during the Annual Staff Day meeting. The Union will have access to these meetings when they are held Library-wide and when they are location specific. These meetings will be conducted on work time. In the event the Annual Staff Day meeting does not occur in a given year, the Union will be allowed to host a meeting for bargaining unit members on work time for sixty (60) minutes during that same calendar year.

4.09 Bargaining Unit Information

- 4.09.01 At the end of each calendar quarter, the Library will provide the Union with a list of current bargaining unit members. This will be provided to the Union in electronic form with no cost to the Union. Bargaining unit members have the right to opt out of certain information as defined by state law. The list will include the following for each member of the bargaining unit:
 - a. Name
 - b. Employee Identification Number

- c. Date of Hire
- d. Department
- e. Work Location
- f. Job Classification
- g. Job Title
- h. Pay Rate or Salary
- i. Pay Grade
- j. Home Address
- k. Phone Number (both home and cell)
- l. Email (both work and personal)
- m. Designation as Standard, Limited, or Temporary status within the bargaining unit or Temporary outside bargaining unit
- n. Union Membership Status and Deductions for AFSCME PEOPLE

4.09.02 The Library shall provide the Union personnel updates involving bargaining unit members such as new hires, promotions, layoffs, leaves, returns from leaves, suspensions, discharges, terminations, and temporary assignments. These updates will be provided at least quarterly and in electronic format.

4.09.03 Employees' personal information will not be deemed a public record subject to disclosure to any person or organization other than the Union except as required by the Colorado Open Records Act. The Union and the affected employees will be notified of any public disclosure request for bargaining unit members' personally identifiable information as defined by C.R.S. 24-74-102 at least three (3) working days prior to the Library's response to the request. The Union and all affected employees will be provided a copy of the disclosure request. Employees have the right to confidentiality related to individual performance, personal information, and personnel issues to the extent provided and allowed by law. The Library and the Union will take appropriate steps to maintain such confidentiality.

4.10 Union Activity and Workplace Access

4.10.01 Stewards

4.10.01.01 The Union will appoint bargaining unit members to serve as

stewards. The Union can appoint as many Union stewards as it wishes, but only one (1) regular steward and an alternate per regular staffed building will be recognized and authorized to speak on behalf of the Union. Any staffed location with thirty (30) or more bargaining unit members will be entitled to one (1) regular and two (2) alternate stewards. The Lakewood location will have an additional regular and alternate steward designated for the Administration departments. The names of all stewards with the regular and alternate stewards noted will be provided to the Chief People and Culture Officer. The Chief People and Culture Officer will be notified of any changes to the stewards list within five (5) business days.

4.10.01.02 The regular steward, or in absence of the regular steward, one (1) alternative steward will be allowed on work time without loss of pay to:

- A. attend Labor Management meetings,
- B. present at new employee orientations,
- C. present at the Annual Staff Day meeting, and
- D. participate in other matters relevant to better union-management relations as agreed to by the Library and the Union.

4.10.01.03 The regular steward, or in absence of the regular steward, an alternative steward, will be allowed on work time without loss of pay to:

- A. represent bargaining unit members through the steps of the grievance process, including investigating and processing grievances; and
- B. consult with the Library or Union representatives concerning enforcement of any provisions of this Agreement.

4.10.01.04 While the Library respects the role of Union stewards, abuse of time can be the basis for discipline. Union stewards are required to inform their immediate supervisor when they use work time to handle Union matters. Release time will not be

unreasonably denied. In the case of such an event, stewards will be provided a written document by their supervisor that states the reason why work release is denied.

4.10.01.05 Individual grievance investigations and representation will be handled by one (1) steward. The Union will notify the Library if more than one (1) steward is needed for a particular grievance.

4.10.02 Bargaining Unit Members

4.10.02.01 Bargaining unit members will be allowed to take part in Union activities on work time, without loss of pay, if their presence is required because the employee is a Union officer, witness, grievant, or committee member.

4.10.02.02 If the employer schedules meetings with the bargaining unit member outside of normal work hours (i.e., in addition to their normal working hours) the bargaining unit member will be paid for their time. This includes any overtime or differential pay.

4.10.02.03 Bargaining unit members have the right to choose their steward for any formal or informal meeting with a supervisor, manager, or administrative official. Bargaining unit members will be informed by their supervisor of the topic of the interview or meeting. Bargaining unit members will be allowed to meet with their steward privately before any meeting or interview.

4.10.02.04 Bargaining team members will be paid at their normal rate for all time spent in negotiations for the successor contract agreements, including time spent bargaining, caucusing, and meeting preparation once the ground rules have been agreed to.

4.11 Union Leave

4.11.01 Employees elected to any Union office or selected by the Union to do work which takes them away from their job may, upon sixty (60) days' written notice, request and be granted a leave of absence for

up to 90 days. The Union will cooperate with the Employer by limiting such requests so that a maximum of five (5) employees altogether, and a maximum of one (1) employee per department, will be granted such leave at any given time. An employee shall be granted such leave no more than one (1) time every three (3) calendar years. Union leave includes an employee taking time off to attend a Union conference or convention unless the employee is attending as a mandated or elected delegate; an employee shall be granted such leave no more than once per year. Employees on Union Leave shall not be considered to be in employment status for any purpose, including but not limited to matters of liability, except as noted below. During such leave, the employee shall be insured for worker's compensation purposes by the Union. The Employer agrees to maintain the employee's health benefits, wages, retirement contributions, seniority points (accrued at the rate equivalent to the employee's regular work week schedule) and any other benefits during the duration of the approved Union Leave. The Union agrees to reimburse the Employer for the costs of said wages and benefits. The Union agrees to indemnify the county and the Library against any claim related to an employee's time under this provision, including a worker's compensation claim or a third-party liability claim. The Union shall provide proof of workers' compensation insurance and liability insurance, including auto liability insurance. Any employee who has been granted such leave and who fails to return at the expiration of said leave shall be considered as having resigned the employee's position of employment.

4.12 Use of Library Technology

4.12.01 Bargaining unit members may use library technology for conducting Union business and can print items for Union business free of charge.

4.13 Access to Premises by AFSCME Staff

4.13.01 Official AFSCME personnel will be allowed access to staff- only areas. In advance or upon arrival, the AFSCME representative will announce the purpose of the visit. Such visits will not interfere with work needs.

4.14 Coordination with the Library

4.14.01 Union representatives' access to the workplace will be coordinated with the Chief People and Culture Officer, unless otherwise specified. Such visits will not interfere with work needs and will be held in non-work areas whenever possible.

Article 5: Non-Discrimination and Unlawful Harassment

5.01 The parties are committed to providing a professional work environment free from all forms of discrimination and from conduct constituting unlawful harassment, such as actions that can be considered harassing, coercive or disruptive, including without limitation, unlawful sexual harassment, which involves unwelcome behavior that affects employment, unreasonably interferes with work performance or creates a hostile, intimidating or offensive place to work. The Library and the Union will neither tolerate, nor condone either unlawful discrimination or unlawful harassment, or both, whether engaged by employees, management, patrons, or anyone doing business with or using the services of the Library.

5.02 The parties shall offer equal employment opportunities to all members of the bargaining unit with respect to any one or more of the following: recruiting, hiring, training, promoting, disciplining, firing, providing compensation, providing benefits and setting the terms, conditions, and privileges of employment. Neither the Library nor the Union shall discriminate against any employee by reason of age, ancestry, color, creed, disability, gender expression, gender identity, genetic information, hairstyle associated with racial or ethnic identity, marital status, national origin, race, religion, sex, sexual orientation, or any other characteristic protected by law. For purposes of this Agreement, furthermore, discrimination includes harassment because of any characteristic protected by law.

5.03 The Library shall not interfere with or restrict an employee who experiences or witnesses any harassment or believes they have been treated in a discriminatory manner from promptly reporting the incident. Reports of either harassment or discrimination, or both, will be promptly and thoroughly investigated, and prompt corrective action will be taken, based on the results of the investigation. Complaints and the information gathered in the investigation will be kept confidential to the extent possible, consistent with a thorough investigation. Employees can utilize the full Grievance and Arbitration Procedure for any procedural issues raised under this section. Arbitration rulings and determinations will be limited to whether a procedural error was made by the Library.

5.04 Employees will not be retaliated against for filing complaints or reports of either harassment or discrimination, or both, for being a witness, or otherwise assisting in an investigation.

5.05 If issues raised under this Article are not resolved by Library Management, and there are no procedural issues under 5.03, then employees can exercise their rights under state and federal statutes. In the event both federal and state protections for a given protected class are no longer in effect, then employees can utilize the full Grievance Procedure, including arbitration.

Article 6: Grievance and Arbitration Procedure

6.01 The provisions of this Article shall be the exclusive method to resolve grievances regarding the interpretation or application of this Agreement. A grievance is defined as a dispute between the Union or bargaining unit members (any single employee or group of employees) and the Employer over the interpretation or application of the terms of this Agreement.

6.02 Any grievance not submitted to the opposing party in writing within the timeline specified for the particular step shall be deemed abandoned and waived. Timelines may be extended if the individuals needed for resolution are unavailable due to illness or other circumstances that would prevent timely processing of the grievance. If timelines need to be extended, notice and the reason why will be shared with the other party.

Failure of the employee or the Union to comply with the time limits under this Article renders the grievance void and terminated. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step. The time limits at any step or for any hearing or meeting may be extended by mutual agreement of the parties involved at the particular step.

6.03 Grievance Procedure

6.03.01 Step 1

The aggrieved employee, along with a Union steward if requested, shall request to discuss the grievance with the employee's immediate supervisor within thirty (30) calendar days from the day of the events or conditions on which the grievance is based, or the date the employee or Union reasonably should have had knowledge of the event or conditions. A meeting will be set within no more than fifteen (15) calendar days from when the request by

the employee was made. The employee's immediate supervisor shall attempt to resolve the matter within five (5) calendar days of the grievance meeting. Meetings between an employee and any representative of management shall not be considered step one of the grievance process unless discipline is being considered.

6.03.02 Step 2

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the employee's location or department manager. The written appeal shall contain the following:

- (a) Statement of the specific provision of the Agreement alleged to be violated.
- (b) Date(s) on which the alleged violation occurred.
- (c) Brief description of the violation that occurred.
- (d) Specific remedy sought.
- (e) List of the Employee(s) affected.
- (f) Signature of the Union steward or representative.

The written appeal must be submitted within ten (10) calendar days following the completion of Step 1. The location or department manager and a representative of People and Culture shall meet with and discuss the grievance with the Union steward and the aggrieved employee within ten (10) calendar days of the written appeal. An answer to the grievance shall be submitted to the aggrieved employee, Union steward and the Union President in writing within ten (10) calendar days of the Step 2 meeting.

6.03.03 Step 3

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed with the Executive Director within ten (10) calendar days following the completion of Step 2. Within ten (10) calendar days of such an appeal, the Executive Director and a representative of People and Culture shall meet with the aggrieved employee, the Union steward, and the Local President, or their designee, to discuss the grievance. The Executive Director shall respond in writing within ten (10) calendar days of the Step 3 meeting.

6.03.04 Step 4

If the grievance has not been satisfactorily resolved at Step 3, the Union may request that the grievance be arbitrated before a neutral arbitrator by submitting a copy of the notice or demand for arbitration to the Employer's Chief People and Culture Officer within twenty-one (21) calendar days following completion of Step 3. The Union will submit a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators. An arbitrator shall be chosen by alternatively striking names from the list; the last name remaining being the arbitrator chosen. The decision of the arbitrator shall be final and binding on all parties to the arbitration, including employees affected, subject to the right of the Library or the Union to judicial review.

- 6.03.04.01 The arbitrator may not add, subtract from, change or alter any provision of the Agreement, Board policy, or of applicable State or local law.
- 6.03.04.02 The arbitrator shall confine themselves to the precise question presented for arbitration and shall have no authority to determine any other question.
- 6.03.04.03 The arbitrator may hear or decide on more than one (1) grievance if jointly requested by the parties.
- 6.03.04.04 The cost of services of the arbitrator will be borne by the losing party.
- 6.04 Time limits under this Article may be changed and grievance steps may be skipped by mutual agreement.
- 6.05 In determining time limits under this Article, the date of the preceding event shall not be counted.
- 6.06 Except for disciplinary actions, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants. This separate file can be reviewed by People and Culture and Senior Management.
- 6.07 The Union may submit a Grievance alleging a violation of this Agreement that

affects a substantial number or group or class of employees at Step 3 of this Grievance procedure. The Union must file the Grievance Statement with the Employer's Executive Director by the thirtieth (30th) calendar day after the event. The Grievance Statement must identify each aggrieved employee within the affected group or class of affected employees specifically by name.

- 6.08 The employee shall be entitled to have Union representation at all steps of the Grievance Procedure. The steward shall make arrangements with their supervisor and approval will not be unreasonably withheld, so long as the arrangements do not interfere with the necessary operations of the work unit. In the event such approval is withheld, the time limits associated with such grievance(s) scheduled for discussion shall be waived. The employee and steward will be provided with reasonable notice of all meetings with the employee regarding the grievance and bargaining unit employees shall be entitled to meet during working hours on paid time to handle these matters.

Article 7: Labor Management Meetings

- 7.01 Within thirty (30) calendar days of Complete Contract Ratification, a Labor Management Committee will be established to address and attempt to resolve issues that arise in the administration of the Agreement. This committee is not considered an extension of required collective bargaining. However, the committee will be a forum for issues of concern to the Union or the Library.
- 7.02 The Union and the Library will each have four (4) members on the committee. Each side may bring an additional non-library staff representative. Any specific experts needed on a given subject will be allowed by mutual consent. Bargaining unit members acting as experts on a given subject will be paid for their time. Agenda items will be shared no later than seven (7) days before a scheduled Labor Management Committee meeting if possible.
- 7.03 The meetings will be held at least monthly for the first six (6) months after complete ratification at a mutually agreed upon time and place. The first Labor Management Meeting will be scheduled within two (2) weeks of the exchange of respective members who will serve on the Labor Management Committee. After the first six (6) months, Labor Management Committee Meetings may transition to quarterly upon mutual agreement. Additional meetings can be held by mutual agreement.

Article 8: Disciplinary Procedure

8.01 The employer shall only issue discipline for just cause.

8.02 The parties acknowledge that, except in unusual circumstances, the primary purpose of discipline is remedial and corrective in nature. Coaching provided by the employer in the form of Performance Improvement Plans (PIP) and/or informal discussions between an employee and a supervisor are not considered discipline.

The employer will ordinarily follow the principle of progressive discipline as follows:

8.02.01 Verbal warning (with notation to the employee's personnel file)

8.02.01.01 Supervisors will make clear to the bargaining unit member whether a discussion on an issue is disciplinary and if the verbal warning will be added to the bargaining unit member's personnel file

8.02.02 Written Warning

8.02.03 Suspension

8.02.04 Termination of employment

8.03 The Library can consider each disciplinary action on its own merits as well as the appropriate level of discipline involved. In deciding the appropriate penalty for a given disciplinary violation, the Library can consider any disciplinary action still in force and effect and the employee's work record, the employee's length of service, the severity of the issue involved, and other relevant factors.

8.04 Disciplinary action may include, but is not limited to, violation of work rules, incompetency, dishonesty, insubordination or neglect of duty. Employees are expected to be aware of the Specific Grounds for Discipline contained in the Employee Handbook.

8.05 The employer agrees to treat employees with respect and dignity. Employees will be afforded the right of privacy when counseled and/or when being disciplined.

8.06 The Union recognizes that some offenses may be considered serious offenses and require immediate action by the Library. In the event of a verbal warning or an immediate suspension or termination, the employer will provide notice to the

Union as soon as possible. Following an immediate suspension or termination, a Step 3 Grievance meeting will be scheduled within five (5) days of the discipline occurring.

- 8.07 Notice of a discipline issued by the employer shall not state, explicitly or implicitly, that the disciplined employee is without the right to appeal the discipline through the grievance process.
- 8.08 If an employee is questioned about a matter that they reasonably believe may lead to discipline, the employee shall be entitled to advice, assistance, and representation by the Union. An employee may make this request at any time and will be granted representation before any further discussion takes place. An employee, steward, or local officer shall not serve as the Union representative if they are also under investigation or a witness in the same manner.

The employer shall attempt to hold these meetings during the employee's work time. If arrangements cannot be reasonably made, the employer will attempt to schedule the meeting immediately before or after the employee's shift and meeting time will be considered on work time.

- 8.09 All verbal warning disciplinary entries shall be removed after six (6) months following the issue date of the discipline from the employee's personnel file, provided the employee has not been disciplined for the same offense during that period. All written warning entries will remain in the personnel file for twelve (12) months, provided the employee has not been disciplined for the same offense during that period. All suspensions will remain in the personnel file for fifteen (15) months, provided the employee has not been disciplined for the same offense during that period. In the event a disciplinary notation is not removed because of the issuance of additional discipline, the time limits for removal shall run from the date of the additional discipline.

Article 9: Probation

- 9.01 A newly hired employee is a probationary employee for the first six (6) months of employment with the Library. Probationary employees are entitled to all wages, benefits and terms and conditions of work that go with their respective job. Wage increases given to employees during a probationary period will be applied at the time they are awarded to the rest of the bargaining unit. Probationary periods can be extended for up to three (3) months. If probation is extended, the Union will be notified by the Library and provided the reasons for the extension. A probationary

employee is considered an at-will employee and can be terminated without cause.

9.02 Employees who are promoted into a new position within the bargaining unit shall be on probation for the first six (6) months in the new position. Wage increases given to employees during a probationary period will be applied at the time they are awarded to the rest of the bargaining unit.

9.02.01 If said employee fails to demonstrate the ability to perform the duties involved in the position, then the employee will be placed on a PIP. If the employee does not successfully complete the PIP, the employee may be allowed to transfer to their previous position, or an equal job classification, if their previous position has been filled. At that point, the Library will post the position internally for three (3) days. If there are no other applications, the employee will resume their previous position and duties. If there are other applicants and the employee is unsuccessful in obtaining their previous position, then the employee will be separated from employment and eligible to apply for six (6) months for positions as if they are an internal candidate.

9.02.02 Promoted employees who are on probation and meet expectations may choose to return to their previous position or an equivalent position. Once the promoted employee notifies Management of their decision, the Library will internally post their previous position, or an equivalent position for three (3) days, noting that the employee is recommended for that position. If there are no other applicants most closely qualified, as determined by the Library, the employee will resume their previous position and duties.

Article 10: Hours of Work and Schedules

10.01 Work Week and Shifts

10.01.01 The work week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.

10.01.02 Full-time employees, both exempt and non-exempt, will be scheduled to work at least thirty (30) hours during the work week with the standard forty (40) hour work week being eight (8) hours a

day, five (5) days a week. Actual days worked will vary depending on position and location.

- 10.01.02.01 Based on operational needs, as determined by the supervisor, full-time employees have the option to shift their work week schedule to ten (10) hours a day, four (4) days a week, as long as operational needs are met. Requests to adjust schedules to a four/ten (4/10) schedule will be decided based on seniority of the bargaining unit members, with the most senior unit members having priority.
- 10.01.02.02 Based on operational needs, as determined by the supervisor, bargaining unit members will have the option to request their schedule to have at least two (2) consecutive days off or two (2) non-consecutive days off per pay period.

10.02 Patron Facing Work Duties

- 10.02.01 Patron Experience (PX) staff will conduct patron-facing services for up to seventy-five (75) percent of their shift.
- 10.02.02 Librarians will conduct patron-facing services for up to fifty (50) percent of their shift.
- 10.02.03 Creative Technicians will conduct patron-facing services for up to sixty (60) percent of their shift.
- 10.02.04 Time spent off-desk and on work that is not patron-facing counts as active work time and cannot count as break or meal time
- 10.02.05 Bargaining unit members conducting programming shall not be assigned other patron-facing work or serve as Person-in-Charge during that programming time, including preparation for and cleanup after the program.
- 10.02.06 Bargaining unit members will not be assigned to work patron-facing services for more than four (4) hours without receiving a rest break, meal break, or off desk time. Rest periods should be in the middle of the four-hour period, to the extent possible.

10.03 Breaks and Meals

- 10.03.01 Bargaining unit members working a minimum of four (4) hours will receive one (1) paid fifteen (15) minute rest break. Bargaining unit members working over six (6) hours, up to ten (10) hours, will receive two (2) paid fifteen (15) minute rest breaks.
- 10.03.02 Bargaining unit members who work a shift of five (5) hours or more shall have one (1) unpaid meal break for thirty (30) minutes during their shift. The thirty (30) minutes will be uninterrupted, duty-free and cannot be added at the beginning or end of the day to make the shift shorter.
- 10.03.03 Rest breaks may not be combined with meal breaks.

10.04 Flexible Scheduling

- 10.04.01 Exempt bargaining unit members who work over forty (40) hours in a work week will have the option to adjust their work schedules to accommodate the extra time worked with supervisor approval.
- 10.04.02 As needs arise, non-exempt bargaining unit members may work with their supervisors to flex and adjust their work schedules to accommodate personal needs. The bargaining unit member will be allowed to adjust the start or end time of another shift during the week in order to maintain their amount of scheduled hours.

10.05 Overtime

- 10.05.01 Non-exempt bargaining unit members who work more than forty (40) hours in one (1) work week will receive compensatory time at time and a half (1.5x) or be paid time and a half (1.5x) for all hours worked exceeding forty (40) hours in one (1) week. Compensatory time will be capped at 120 hours.
 - 10.05.01.02 The decision to receive compensatory time or overtime is up to the bargaining unit member.

10.06 Minimums

10.06.01 Staffing Minimums reflect whether a location is able to open doors, with no additional services (programs and outreach cancelled, off desk time rescheduled, etc.). After two (2) hours, additional staff would be needed onsite for breaks.

	Minimum PX, Core Services, and Supervisory staffing per shift
Arvada Library	4
Belmar Library	3
Conifer Library	2
Columbine Library	3
Edgewater Library	2
Evergreen Library	2
Golden Library	2
Lakewood Library	2
Standley Lake Library	3
Wheat Ridge Library	2

10.06.01.01 If a location falls below the staffing minimum of staff trained to work the floor, or additional staff trained to work the floor are not able to be brought in by the end of the two (2) hour window stated above, the L&I PIC will begin building closure procedures if needed. If it is determined that a site needs to close, the process for closing a location will follow the procedures outlined in Article 23: Building Closures.

10.06.01.02 The staffing minimum for non-public facing locations, the Call Center and Library 2 You is two (2) staff members.

10.06.02 Staffing minimums for new staffed locations and staffing for pages at all locations will be discussed within the Labor-Management Committee with recommendations provided to the Executive Director.

10.07 Telework

10.07.01 Bargaining unit members may apply for a remote or hybrid work

schedule that splits their schedule between working in-person at their location or department and working from a remote location.

Department staff will determine remote work schedules as agreed upon with their supervisor.

Location staff will be granted remote work hours based on their position:

1. Librarians: Up to 8 hours per week
2. Full-time PX: Up to 8 hours per month
3. Part-time PX: Up to 4 hours per month
4. Pages: Trainings and meetings as needed

10.07.02 The Employer agrees that work hours, compensation, benefits, work status and work responsibilities will not change due to participation in a remote work arrangement.

10.07.03 The Employer agrees to provide access to a laptop for remote work. Additional tools and equipment as needed for the use of the bargaining unit member to perform their current duties while working from a remote location may be provided. Any repairs needed for the employer-provided equipment, based on work-related use, will be covered by the Employer. The bargaining unit member is responsible for maintenance and repairs of their personal equipment.

10.07.04 The bargaining unit member agrees to designate an appropriate workspace that is conducive to remote working. This workspace will be maintained in a safe condition that is free from hazards and other dangers to the employee and equipment.

10.07.05 Confidential work materials should not be taken home unless approved in advance by the bargaining unit member's supervisor. Confidential work materials will be kept in the designated work area and not accessible to others.

10.07.06 If the Library network is unavailable or inaccessible from the remote work location, the bargaining unit member agrees to only use their own private, secured network to work.

- 10.07.07 The Employer agrees to provide necessary office supplies.
- 10.07.08 Workers Compensation covers the bargaining unit member for job-related accidents that occur during working hours while remote work is being performed at the remote work location and will be covered as dictated by law.
- 10.07.09 Remote work is not a substitute for dependent care or if a bargaining unit member is sick.
- 10.07.10 Bargaining unit members will be available by phone and/or email during their scheduled remote work hours. They are expected to attend staff meetings, trainings and other onsite work activities as deemed necessary by their supervisor. If a bargaining unit member is instructed to report onsite on their scheduled remote workday, they will have the option to reschedule their remote workday to another day within the following two (2) weeks.

Article 11: Job Classifications and Reclassifications

11.01 Classifications

- 11.01.01 Standard Full-time Employees – Bargaining unit members scheduled to work 30 hours per week or more.
- 11.01.02 Standard Part-time Employees – Bargaining unit members scheduled to work a set number of hours per week which shall consist of at least 20 but less than 30 hours per week.
- 11.01.03 Part-time, Limited Benefits –reflects part-time, less than 20 hours per week, limited benefits. Employees in this classification average less than 130 hours each calendar month, and less than 1560 hours during their 12-month lookback measurement period.
- 11.01.04 Limited Term Employees (LTE) – Limited positions are created and approved to meet the needs of a special project or other short-term need and have a specified end date which should be no more than one (1) year from their start date. Employees in Limited positions must be regularly scheduled to work at least twenty (20) hours per week.

11.01.05 Grant Funded - A Grant Funded Position is one that is filled as part of a grant program. Only positions where pay is 100% grant funded are considered to have Grant Funded Status.

11.01.06 Temporary - Employees who are hired by the Library on a short-term basis, not to exceed ninety (90) days.

11.02 Non-Benefited, Temporary Employees

11.02.01 Upon ratification of this Agreement, all current bargaining unit members will be placed in the appropriate classification.

11.03 Reclassifications

11.03.01 The Employer must provide thirty (30) days notice prior to any proposed reclassification and meet and confer with the Union about the reclassification plan.

11.03.02 When bargaining unit members conduct duties and assignments that are not due to an interim assignment and are established responsibilities of other classifications as part of their regular duties for at least forty-five (45) days in a ninety (90) day period or are regularly assigned and expected to perform the duties of the higher classification for at least 25% of their overall duties, they may appeal for reclassification to their supervisor. As part of the appeal, a job audit will be performed by Library People and Culture. Once the audit is complete, a meeting will be held with their supervisor, along with Union Representation and People and Culture, to address continuing the extra duties or no longer performing the duties that fall outside of their job classification. If the employee is not satisfied with the outcome of the meeting, the employee can file an expedited grievance at Step 3 of the Grievance Process. The LMC will work with Management to develop a form for the appeal.

11.04 Working out of Classification

11.04.01 Bargaining unit members who are assigned interim positions that are an increase in job duties and responsibilities shall receive a pay adjustment for all time worked in the interim position.

11.04.02 All interim positions should be for a set, limited amount of time and agreed upon by the bargaining unit member, the supervisor, the Division Director, and the Chief People and Culture Officer. At the end of the decided time, if the need for the interim position still exists, the bargaining unit member will have an opportunity to apply to that role on a permanent basis and if selected, the pay adjustment will continue.

11.05 Changes to Job Classifications

11.05.01 The Employer will involve and seek input from the Union on any changes to duties described within bargaining unit job classifications. This includes changes caused by the implementation and utilization of AI, automation or related technologies into job duties.

11.05.02 The Union may request a job audit of a broad classification in order to confirm if the current job classification, duties, and pay are accurate for the work performed by a general position. A maximum of eight (8) audits may be requested in a calendar year (two (2) per quarter).

Article 12: Operational Changes

12.01 The Library and the Union will expeditiously resolve any issues arising under this Article and will utilize the following alternative negotiation procedures for the operational changes listed here.

12.01.01 Within seven (7) days of receiving notice from the Library about a change in operations, the Union can demand to negotiate with the Library regarding the effects of the change on the bargaining unit. The Union and the Library will have 45 days to negotiate. If agreement is not reached within 45 days, either party can call for the assistance of a Mediator. Mediation may take up to thirty (30) additional days. If a resolution is not reached following the 30 days allowed for mediation, then the Library may implement its Last, Best and Final Offer. The Union can appeal the Last, Best and Final Offer through filing an expedited arbitration request at Step 3 of the Grievance process. The Union recognizes that the burden of proof in a non-discipline matter is on the Union. The Library can assert in any third-party hearing that the standards that apply in

assessing any decisions(s) made under this article are whether the decisions(s) were arbitrary and capricious.

- 12.02 The Library commits to not reassigning bargaining unit work to non-bargaining unit employees for the primary reason of reducing or eroding the bargaining unit. The Library will present reasons for any decision under this section. If the Library proposes to permanently reassign bargaining unit work to non-bargaining unit employees or non-represented job classifications, it shall notify the Union of the proposed changes 45 days prior to the reassignment of duties.
- 12.03 If any part of the operations of the Library are privatized, merged, consolidated, or restructured with an external entity, then the Library shall give 45 days notice prior to finalizing any agreement to the Union. The Library will inform any third party of the existence of a collective bargaining agreement.
- 12.04 If the Library proposes to subcontract work or services normally performed by bargaining unit employees, it shall give 20 days advance notice to the Union before issuing any request for proposals. In the event of an emergency, the Library will first make every effort to meet needs using current bargaining unit members. If the Library needs to temporarily subcontract bargaining unit work or services because of an emergency, immediate notice will be given to the Union. By no later than seven (7) days after it receives such notice, the Union may demand to negotiate with the Library regarding the effects on the bargaining unit of any temporary subcontracting as a result of an emergency.
- 12.05 In the event of a proposed internal reorganization of the Library system, individual department, or workgroup, the Library shall provide the Union 45 days notice. Prior to implementation, the Library will meet with the Union to consider feasible and cost efficient alternatives to avoid loss or reduction of pay, hours, and/or bargaining unit work in a reorganization.
- 12.06 In the event of a proposed furlough affecting the Library system, an individual department, location, or workgroup, the Library will provide the Union 45 days notice. Prior to implementation of any furlough, the Library will meet with the Union to consider feasible and cost-efficient alternatives to avoid furloughing staff.
- 12.07 The Library may use volunteers and program presenters to supplement the work

performed by members of the bargaining unit and do specific tasks which are limited in scope. Volunteers shall not reduce the existing hours of any individual bargaining unit members.

- 12.08 The Library can propose any changes under this article on the basis of service, staffing or work needs; external requirements, such as the passage of new legislation or ordinances; or documented financial needs. The parties understand that the effects of any one of these changes may result in reduction of the bargaining unit; however, the Library agrees to not implement any of these changes solely to reduce or erode the bargaining unit. In the instances of layoffs, the Layoff Article of this Agreement applies.
- 12.09 The Union can file an expedited grievance at Step 3 of the Grievance Procedure. However, the filing of a grievance will not stop the Library from implementing any decisions reached by the Library after negotiating with the Union.

Article 13: Performance Improvement Plans

- 13.01 The parties agree that Performance Improvement Plans (PIP) are a coaching tool designed to help a bargaining unit member improve work performance. The PIP can be used to address performance and/or behavioral issues. A PIP will not be used as a form of discipline. The Library has sole discretion to decide to use the PIP Process.
- 13.02 The PIP will be implemented after discussion between the employee and their supervisor. The employee can have a Union steward present during these initial discussions. The goal and objectives of the PIP will be reviewed by both the employee and their supervisor and must be specific and measurable and will include expectations and documentation.
- 13.03 Time periods for PIPs can be between one (1) month and three (3) months.
- 13.04 If the bargaining unit member has met the expectations set in the plan, the PIP will be noted as complete and no longer active in their personnel file. If performance has not improved at the end of the PIP process, the bargaining unit member will receive a written warning. The written warning must be issued within ten (10) days of the end of the PIP.
- 13.05 The PIP cannot be grieved. However, if a written warning is issued as a result of the PIP, the written warning can be grieved.

13.06 It is understood that discipline unrelated to the subject of the PIP can occur during a PIP time period.

Article 14: Seniority

14.01 Seniority shall be defined as an employee's continuous service from the employee's most recent original date of hire with the Library.

14.02 In the event that two (2) or more employees have the same seniority, the tie breaker shall first be determined by the length of time in a position, if two (2) or more employees are in the same position. If employees are in different positions, the tie breaker then shall be the lowest last four (4) digits of the Social Security Number of the affected employees. The employee with the lower number shall be considered the most senior.

14.03 Seniority will be terminated when an employee:

- 14.03.01 voluntarily resigns or retires.
- 14.03.02 is laid off for a period of more than three (3) years.
- 14.03.03 is discharged by the Employer. If reinstatement is ordered, seniority will also be reinstated.
- 14.03.04 experiences a break in service for longer than six (6) consecutive months. If an employee is on approved leave, then their seniority is not terminated.

14.04 Seniority shall only be applied in situations as defined in this Agreement.

14.05 A Seniority list for the entire bargaining unit will be provided to the Union twice a year. The Seniority list will include bargaining unit members' names, job titles, primary work locations, and seniority dates.

Article 15: Layoff and Recall

15.01 The parties agree in order to expeditiously resolve any issues under this article that the following alternative negotiation procedure will be utilized as allowed under COBCA.

15.02 Should it become necessary for the Library to reduce the size of the workforce,

the Library shall provide a written notice to the Union at the earliest possible opportunity, but in no event less than forty-five (45) days prior to the layoff. The written notice to the Union must include a list of all employees within the bargaining unit that are designated for layoff, including job titles, location, and hire dates. Following written notice to the Union, the Union will have the opportunity to negotiate the effects of the proposed layoff on the bargaining unit within the 45-day time period. If no resolution has been reached between the parties within the 45-day period, either party can call for the assistance of a mediator who will be selected by both parties. If resolution is not reached within 30 days of mediation, then the Library can implement its Last, Best and Final Offer. The Union can appeal the Last, Best and Final Offer through filing an expedited arbitration request at Step 3 (three) of the Grievance process. The burden of proof is on the Union. At the conclusion of any negotiations or any mediation, the Library shall notify the affected employees no less than twenty (20) days prior to the layoff.

- 15.03 Layoffs shall only occur due to decreased service, staffing, or work needs; external requirements, such as the passage of new legislation or ordinances; or documented and immediate (defined as within two (2) budget cycles) financial needs.
- 15.04 Prior to any layoff occurring, the Library must first eliminate any vacant positions in a given layoff classification. Exceptions can be made for specific skills or location needed. After vacant positions have been eliminated in a given classification, layoffs will continue on the basis of seniority. Exceptions can be made for specific skills or location needed. Employees with an active suspension for which any grievance process has concluded can be laid off regardless of seniority.
- 15.05 Laid off employees will be placed on recall status. Employees will remain on recall status for fifteen (15) months from the date of the layoff. As positions become available after the layoff in a given classification, employees will be recalled beginning with the most senior employee who meets the qualifications for that classification. No new employees will be hired into a bargaining unit vacant position until all qualified laid-off employees have been given the opportunity to return to work in that vacant position. An employee does not waive their right for recall when declining to return to a position at a lower classification and rate of pay than their previous position.
- 15.06 Recalled employees will be notified by certified letter and personal email to their

last known address. Copies of all recall letters and emails will be sent to the Union. The Library will internally post the position for seven (7) days. The job posting will note that the most senior laid-off employee will have priority rehire rights. The recalled employee will have seven (7) days from receipt of the certified letter notice to apply for the position. The employee is responsible for providing the Library with current contact information for recall notifications. If there are no internal applicants more highly qualified, then the most senior laid-off employee who timely applies will be selected for the job. If a laid-off employee does not apply or is not selected due to there being a more highly qualified internal applicant, the laid-off employee maintains their recall status and rights.

Article 16: Vacancies

- 16.01 The Library will make every effort to manage the amount of full-time and part-time standard positions available to the bargaining unit. If the Library proposes to split one full-time position into two (2) or more part-time positions, the Library shall meet with the Union to determine whether the position may be converted to a part-time position.
 - 16.01.01 If a bargaining unit position is vacant for longer than two (2) months without posting, the Library will inform the Union of the reason for not posting the position. Long-term open positions within the bargaining unit and how to fill the positions is an appropriate agenda item for Labor-Management Committee meetings.
 - 16.01.02 The Library will provide a current list of the number of filled and unfilled positions at each location and within each department to the Union quarterly.
- 16.02 Job Posting Procedure
 - 16.02.01 Whenever a vacancy occurs in a position the Library intends to fill, a notice of the vacancy shall be visibly posted on the front page of The Buzz.
 - 16.02.02 All bargaining unit vacancy postings will be posted for at least seven (7) days.
 - 16.02.03 When a bargaining unit member applies for a Library job posting, the Library will objectively consider every candidate who meets minimum qualifications or has equivalent experience. Interviews will

be granted to internal candidates who meet specified, preferred qualifications or have equivalent experience as listed in the job posting.

- 16.02.04 If two (2) or more bargaining unit members are being considered for a vacancy and their skills, abilities, and experience are relatively equal, the employee with the greatest seniority will be offered the position first. A bargaining unit member with an active suspension in their personnel file will be disqualified. If the posting's close date occurs after the date the suspension will be removed from the bargaining unit member's file, the member may apply and be considered for the position without penalty.
- 16.02.05 If an internal applicant is not selected for a position, the applicant has the right to request and receive the reasons why they were not selected.
- 16.03 Interview panels for supervisory positions who will directly manage bargaining unit members will include at least one (1) bargaining unit member. The participating bargaining unit member should be an individual who will directly report to the incoming supervisor. If, due to scheduling, a team member is not available, a bargaining unit member working in a similar role may be used.

Article 17: Personnel Records

- 17.01 An employee may, upon request, inspect their personnel file. All material of an adverse nature used against an employee in a disciplinary matter shall be entered into their official personnel file noted with the date it was entered. No performance evaluation or disciplinary actions shall be placed in the employee's personnel file that does not bear the signature of the employee unless the employee refuses to sign in which case the Library will note that they refused to sign. The employee shall be requested to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

- 17.02 If the employee is not available within fourteen (14) days or the employee

refuses to sign the material, the Library may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at their address of record and a copy sent to the Union representative.

17.03 If the employee believes that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material.

17.04 An employee may upload to Workday copies of any relevant material they wish, such as letters of favorable comment, licenses, certificates, college course credit or any other material which relates creditably to the employee and directly relates to their employment.

17.05 The employees' official personnel file will be maintained on Workday. Information on investigations, human resources source documents, and other personnel data required to be retained by law shall be located in the Workforce Management section of M-files and only be accessible by People and Culture Leadership. Hard copy personnel files that are still active in the retention schedule will be locked and in a secure location in administration. They will be destroyed monthly as they expire.

Article 18: Holidays

18.01 Paid Closed Holidays

18.01.01 For the first year of the contract the Library will be closed and all bargaining unit employees will receive pay for the following days. For succeeding years of the contract, the Library will post the next year's holiday schedule by December 1 of the current year. For example, the 2026 holiday schedule will be posted by December 1, 2025.

New Year's Day	January 1
Dr. Martin Luther King, Jr Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Veterans Day	November 11

Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Fourth Friday of November
Christmas Eve	December 24
Christmas Day	December 25

18.01.02 The Library will close on December 31 at 5:00 p.m. for New Year's Eve.

18.01.03 All bargaining unit members will receive holiday leave for each closed holiday occurring in the calendar year. The amounts received are as follows:

Scheduled Weekly Hours	Holiday Hours Granted (per holiday)
40 hours	8 hours
20 to 39 hours	Prorated portion of 8 hours, based on scheduled hours
Fewer than 20 hours	2 hours

18.01.04 Holiday leave will be added to the bargaining unit member's holiday bank at the start of the calendar year. Bargaining unit members are encouraged to take holiday leave in the month the holiday occurs. Bargaining unit members with holiday leave banks can apply their holiday hours to designated holidays that fall on their normally scheduled work days for the same number of hours they would normally work on that day of the week. All holiday leave will be submitted through Workday and subject to supervisor approval. Bargaining unit members can flex the hours with supervisor approval. Holiday hours must be used before the end of the calendar year. It is up to each individual employee to manage their bank of holiday hours.

18.01.05 Supervisors will designate how many personnel and what hours of work, if any, are required on holidays. Facilities and TDI (Technology and Digital Innovation), for instance, may require bargaining unit members to work on holidays due to ease of work when library sites are closed. Other divisions, like Libraries and Inclusion, to the extent work is available, may offer work for Bargaining unit employees who may choose to opt into work but will not be required to do so.

A non-exempt employee who is authorized by their supervisor to work on a designated holiday shall be compensated at time and a half except for employees who flex their hours or who choose comp time. The choice whether to flex hours, choose time and a half, or comp time will be determined by the employee in a discussion with their supervisor. Employees cannot compound time and a half with holiday pay if they choose to work on a holiday.

18.01.06 Holiday leave will not be paid to employees on unpaid leaves of absence.

Article 19: Leave

19.01 Unless otherwise specified in this Agreement, the Library will continue to opt into the Jefferson County Leave program as outlined in the Personnel Rules. The Library will notify the Union of all proposed changes to County Leave programs. The Union reserves the right to request negotiations regarding leave changes.

19.02 The Part-Time, Limited Benefits positions will receive limited Leave as follows:

Part-Time, Limited Benefits	Holiday hours as allotted in Article 18: Holidays
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19.03 Paid Family and Medical Leave

19.03.01 Following ratification of this Agreement, the Library will provide information to all bargaining unit members on how they can individually opt in and fully participate in the Colorado Family and Medical Leave Insurance (FAMLI) program. The Library will provide this information to all new hires who begin after ratification.

Article 20: Compensation

20.01 Pay Scale Placement

20.01.01 Effective the first full pay period after ratification and execution of this Agreement, JCPL will adopt the 2025 Jefferson County wage scale and protocols (and 2026 wage scale as applicable for part-time, limited benefits pages). All current bargaining unit members shall be given a 7% salary adjustment to maintain established EPEW equity standards which correspond to their accrued years of

service with the Employer at the time of ratification. Placement will not result in a reduction of base wages or salary.

20.01.02 Effective the first full pay period after ratification and execution of this Agreement, Pages will be placed on the following wage scale. Total years of experience, as reflected on Workday, will be used to determine appropriate equity placements within the quartiles listed here:

Quartile	Quartile Minimum	Quartile Maximum
Quartile 1 (0-5 years)	\$16.49	\$18.56
Quartile 2 (5-10 years)	\$18.56	\$20.62
Quartile 3 (10-15 years)	\$20.62	\$22.68
Quartile 4 (15+ years)	\$22.68	\$24.74

Although the wage scale starts at \$16.49, as discussed above, all current pages will receive a 7% salary increase and as a result be moved to at least a pay rate of \$16.71. Additionally, any Pages hired after ratification will be placed at a pay rate of at least \$16.71.

20.01.03 Bargaining unit members who receive no increase to their base hourly rate of pay, because they meet or exceed the top of the scale for their classification, shall receive a lump sum payment equal to 7% of their base annual wage, to be applied the first full pay period following ratification.

20.02 Annual Increases to the Scale

20.02.01 Effective the first pay period of January 2027, pay will increase by 3.5%. Bargaining unit members at the top of their range will receive a one-time payment equal to 3.5% as outlined in 20.01.02.

20.02.02 Pay for January 2028 will be determined and concluded in a wage re-opener in Quarter 1 of 2027 and included in the 2028 budget when submitted in Quarter 2 of 2027.

20.02.03 The payment of County obligations in fiscal years subsequent to 2026 is contingent upon funds for this Contract being appropriated and budgeted.

20.03 One-time, year-end payments

20.03.01 All bargaining unit members employed at ratification of this agreement will receive a one-time, ratification payment of \$500 for the first pay period following ratification.

20.03.02 All bargaining unit members employed on February 1, 2027 will receive a one-time, year-end payment of \$500 in their second paycheck of February 2027.

20.04 Promotions

20.04.01 Bargaining unit members promoted to a higher classification will be subject to a EPEW placement determined by JCPL Human Resources and placed on the pay range in a manner that correlates to their accrued years of service and education as related to their new position at the time of promotion.

20.05 Differentials

20.05.01 Bilingual Pay

20.05.01.01 Bargaining unit members who are in designated bilingual staff positions shall receive an additional \$1.00 to their base hourly rate for all hours worked. The designated, part-time bilingual staff members pay will be prorated. If the bargaining unit member moves to a position that does not require bilingual skills, the additional pay will end.

20.05.01.02 To receive a bilingual differential, bargaining unit members shall be required to pass a proficiency examination. The examination shall be administered by a third party selected by the Employer. The Employer agrees to pay the cost of testing for all bargaining unit members receiving the bilingual designation. Employees who have previously been designated as bilingual by the County do not need to pass another proficiency examination for that language.

20.05.02 Bargaining unit members who serve as the Person-in-Charge will receive an additional \$1.00 to their base hourly rate for all hours worked as Person-in-Charge.

20.06 Upon ratification of the Agreement, Facilities will operate within a weekly on-call system (from 4:00 pm Friday - 3:59 pm Friday). This will ensure that JCPL systems and services can be adequately supported and there is an effective

response and resolution provided to matters requiring urgent attention outside of core business hours.

20.06.01 On-Call and Call-Out Pay

20.06.01.01 On-Call After Hours employees will be given an extra four (4) hours pay for the one (1) week of On-Call rotation. This is the case if the employee is called out or not.

20.06.01.02 If the employee gets called out and they work their normal forty (40) hours per week, they can choose overtime pay (time and a half) or comp time for the time from when they receive the call until they get back to their home. If working remotely, then they log the time from receiving the call until completion.

20.06.01.03 If the employee chooses to make the call out pay part of their normal 40 hours, then they are paid regular time, not overtime.

20.06.01.04 Called out employees will receive mileage pursuant to IRS rules and the County Driving Policy.

20.06.02 Structure and Implementation of a TD&I After Hours On Call system will be discussed and determined by the Labor Management Committee.

20.07 Pay stubs provided by the Employer will reflect all stipends and differentials received by the bargaining unit member.

Article 21: Benefits

21.01 Unless otherwise specified in this Agreement, the Library will continue to opt into the Jefferson County Benefits program. The Library will notify the Union of all proposed changes to County Benefits program. The Union reserves the right to request negotiations regarding benefits changes.

21.02 Eligibility

21.02.01 All standard positions working at least 20 hours per week on a recurring basis will be eligible to receive the following employee and dependent coverage benefits. Once enrolled, eligible coverage will begin on the first day of the month coinciding with or following

the date of hire. The Employer agrees to offer to all eligible employees and their eligible dependents the following coverage on a pre-tax basis, where applicable: Medical, Dental and Vision Plans, Life Insurance, AD&D Insurance, Health Savings Account (as permitted by law and applicable to offered medical plan), Flexible Saving Account (as permitted by law), deferred compensation, supplemental insurance plans, Wellness and Employee Assistance Program (EAP).

21.03 The Employer will implement the 2026 cost shares for medical, dental, and vision insurance as approved in September 2025.

21.04 Cost shares for medical, dental, and vision insurance for 2027 and 2028 will be determined and concluded in a benefits reopener in Fall 2026 and Fall 2027. The Library will provide notice of any proposed cost share changes and information on the changes to the Union immediately upon receipt from the County. The Library and the Union will endeavor to conclude re-opener negotiations before open enrollment ends.

Article 22: Health and Safety

22.01 The Library and the Union agree to work to maintain safe, secure and healthful working conditions, methods, materials, equipment, vehicles and facilities for bargaining unit members. Both parties will follow all applicable rules pertaining to safety set by federal, state and local authorities.

22.02 Person in Charge

22.02.01 The Library will make every effort to have a manager, supervisor, or Librarian on shift during all open public service hours at each location of the Library. Managers and/or supervisors will serve as the Person in Charge.

22.02.02 Librarians will go through training as Persons In Charge (PICs) and will be expected to serve as the Person In Charge for a location. Librarians will be assigned master keys for their location. Non-librarian bargaining unit members may voluntarily take the PIC training, with supervisor approval. Non-Librarian bargaining unit members who have taken the PIC training may opt into PIC duties but are not required to serve as a location PIC. No bargaining unit

member will be Person In Charge for longer than four (4) hours in one (1) day.

22.03 Health, Safety, and Security Committee

22.03.01 The Library shall establish a Health, Safety and Security Committee. The committee will have equal representation with a maximum of four (4) individuals from the Union and four (4) individuals from the Library. The Library shall designate its representatives and the Union shall designate its representatives so there is equal representation. The meetings will be held at least monthly for the first six (6) months after complete ratification at a mutually agreed upon time and place. The first meeting will be scheduled within two (2) weeks of the exchange of respective members who will serve on the Health, Safety, and Security Committee. After the first six (6) months, meetings may transition to quarterly upon mutual agreement. Additional meetings can be held by mutual agreement. The committee will address concerns about health, safety, and security issues and make recommendations to the Executive Director. Only recommendations by the majority of the group will officially be forwarded to the Executive Director.

22.04 Incident Reports

22.04.01 Incident Reports will be available and accessible to all Library staff. The Library will develop and provide training for all staff on the proper procedure for using Incident Reports responsibly and maintaining confidentiality. Incident Reports will be emailed to the executive leadership team and their supporting staff, safety and security personnel, and trained PICs. Incident reports will be available immediately after being submitted and will contain the information shared in incident report training.

22.04.01.01 Privacy and Confidentiality, as outlined by Colorado Library Law and the Board of Trustees Governance Policies, will be strictly adhered to in the handling of patron and staff data with regards to incident reports. Incident Reports will not be copied, posted, forwarded, or shared with individuals or groups outside of the Library except with the approval of Library management. Forwarding or sharing Incident reports outside of the Library will be considered a data breach for

the organization. Violations of these policies will result in discipline up to and including termination as outlined in Article 8: Discipline.

22.04.02 When a patron is suspended from visiting the Library for any length of time, their name (when available), photo (when available), and other relevant and important information will be shared with all Library staff. When a suspended patron is reinstated, the information will be posted on the Intranet (The Buzz).

22.04.03 Incident Reports are completed in the following four areas: Property, Disturbance, Contact with Outside Agency (e.g., Emergency Services), and Accidents. Staff accidents are reported directly to People and Culture. In the interest of privacy, incidents in which staff may be the victim of a crime are reported directly to the Safety and Security Coordinator. For accuracy and timeliness, 24 hours is the preferred window in which to submit a report. For complex situations, a L&I PIC, supervisor/manager, or the Safety and Security Coordinator may be consulted for guidance with the report. Incident Reports will not be edited. The document generated by this form is an official record of that event and may be used in legal proceedings.

Bargaining unit members will not be discouraged from filing incident reports within the 4 areas listed above. Staff members will not be harassed or retaliated against for submitting an Incident Report or for the actions and experiences contained in the report. Staff violations of the code of conduct are not shielded from discipline by virtue of being included in the incident report. Staff members who harass or retaliate against staff members for submitting an Incident Report or for the actions and experiences contained in a report will be subject to discipline as outlined in Article 8: Discipline. Continued access to incident reports is dependent on retaking the Incident Report training on an annual basis.

22.04.04 The Library will maintain and repair the functionality of all Library security cameras at all locations to support the incident reports.

22.05 The Library shall conduct annual, quarterly, or monthly building inspections as appropriate of all Library locations. The schedule and certified, third-party inspectors will be determined by Facilities leadership to ensure that occupational

health, safety, and environmental standards are met as applicable. The list of inspection results that will be shared will be determined by the Health, Safety, and Security Committee in the first three (3) months after ratification of the contract. The results of the inspections will be provided to the Health, Safety, and Security Committee within four (4) weeks of receiving the results.

22.05.01 Confidentiality of inspection results will be strictly adhered to in the handling of inspection reports. Inspection reports will not be copied, posted, forwarded, or shared with individuals or groups outside of the Health, Safety and Security Committee. Forwarding or sharing inspection reports will be considered a data and safety breach for the organization. Violations of these policies will result in discipline up to and including termination as outlined in Article 8: Discipline.

22.06 The Library and the Union will research and make recommendations on increasing the number of Community Resource Coordinators and safety staff within the Library system. The focus of these positions will be to support patrons in critical need of resources and to support bargaining unit members with patron support with communication, de-escalation and dealing directly with patrons in cases of disturbances and emergency situations. This work will be conducted by the Health, Safety and Security Committee with recommendations made to the Library Executive Director.

22.07 If a Library building's falls below 68 degrees Fahrenheit or rises above 76 degrees Fahrenheit for a sustained period of two (2) hours or more in any part of the building where employees need to work, supervisors will work with staff, including staff scheduled to work later shifts, to reassign them to another part of the building or to work remotely (if applicable). If an employee chooses not to take an alternative work arrangement, they can take PTO instead. If the supervisor determines that alternative work arrangements are not feasible, bargaining unit staff will work with their supervisor to end their day and receive administrative leave pay for the remainder of the day. If public service area temperatures fall outside the temperature range for more than two (2) hours, decisions to close the building will follow the process in the Building Closure Article.

22.08 Safety Training

22.08.01 The Library will provide a safety training program for all employees

of the Library on a recurring basis. These training sessions should include, but are not limited to, topics on Library safety issues, active shooter trainings, de-escalation tactics, fire drills, and mental health.

Article 23: Building Closures

23.01 The need for a building closure is determined by the Executive Director or designee.

23.01.01 In the case of inclement weather based on the NWS forecast, unless a storm is extreme, Library locations and offices will open as scheduled.

23.01.01.01 When there is a forecast for inclement weather for the following day, the Executive Director confers with the Director of Facilities and Construction, Chief Libraries & Inclusion Officer, and other data sources. The Executive Director works closely with Facilities, who monitors CDOT and Jefferson County Road and Bridge Division information, Skyview Weather, and other real-time forecast services. The Executive Director will take into consideration the operations of Jefferson County Government and Jefferson County Public Schools. If a decision can be made before 10 p.m., notice will be provided then. If a decision cannot be made until the morning, a closure or delay will be determined by 5:30 a.m. All reasonable efforts will be made to communicate closure or delay decisions to all employees by 6:00 a.m.

23.01.01.02 If the Library system is closed for the day, scheduled openings are delayed, or will close early due to weather, the Library will issue a timely announcement by email, text, and/or phone message (if an employee has opted into the notification system) to bargaining unit members, as well as notice to local media.

23.01.01.03 The need to close a specific Library location due to weather conditions is decided by the L&I Person in Charge (L&I PIC) in collaboration with Facilities and the Location Manager or onsite PIC. Location-specific closures will utilize the same

resources used for system-wide closures but also include county and municipal advisories. Location specific closures will utilize local email and phone trees developed for each site to communicate closures to bargaining unit members.

- 23.01.01.04 If weather conditions deteriorate throughout the day, but the Library remains open, facilities and TDI staff driving library or county vehicles can contact their supervisor to develop alternate work plans for the day including discontinuation of service delivery.
- 23.01.01.05 If an employee feels uncomfortable getting into work due to inclement weather conditions, they will be allowed to take leave or alternatively, with supervisor approval, employees may work remotely for that day without penalty. Employees may have the option to flex hours within the pay period, or take unpaid leave, with supervisor approval. Bargaining unit members with shifts that begin prior to the Library opening may use this procedure even when the Library is scheduled to open on time.
- 23.01.01.06 All bargaining unit members who are scheduled to work when a Library location or the system closes for the day, opens late, or closes early due to inclement weather shall receive their regular rate of pay for all hours they were scheduled to work. To ensure fairness and consistency, the approved bargaining unit member schedule will be applied for closures.
- 23.01.01.06.01 If vacation or sick leave is scheduled, it will remain on the timecard.
- 23.01.01.06.02 An employee who is not scheduled to work is not impacted by the emergency closure.
- 23.01.01.07 Employees scheduled to work remotely will work as scheduled during inclement weather with the exception of the following:
 - 23.01.01.07.01 An employee scheduled to work remotely who

is unable to work that day due to closure of school/daycare for their dependent child may work an adjusted or reduced schedule and/or take PTO.

- 23.01.01.08 An employee who is required to work onsite or is scheduled for on-call duty on an inclement weather day will follow the specific instructions of their supervisor. Employees approved to work onsite or are scheduled on-call during an emergency closure day will choose to receive time and a half pay or the equivalent in comp time for all hours worked.
- 23.01.02 If minimum staffing is not met, as defined in Article 10, the location will not open until staffing levels are met.
- 23.01.03 The need to close specific Library locations, including the Bookmobile and LSC, for one (1) day or less due to emergencies or operational needs is decided by the L&I Person in Charge (L&I PIC) in collaboration with Facilities and the Location Manager or onsite PIC.
 - 23.01.03.01 If the closure occurs after the Library location has opened for the day, bargaining unit members will be sent home and paid their regular rate of pay for all hours they were scheduled to work and that the Library remains closed on the first day of closure. Employees may be called back into work if the problem is resolved. Employees will be given a 2-hour notice if the site is reopening. A site will only re-open if there are at least three (3) or more service hours available in the day. If an employee chooses not to report back to work, they will take PTO or go unpaid for the reestablished hours.
 - 23.01.03.02 If the closure referenced in 23.02.03.01 extends into a second day, bargaining unit members will be reassigned. If an employee chooses not to be reassigned, they can choose to work remotely, if eligible, or take PTO instead. If the Library does not offer bargaining unit members reassignment, they will receive administrative leave pay.
 - 23.01.03.03 If the need for a closure is determined before a location

opens for the day, bargaining unit members will be reassigned. If an employee chooses not to be reassigned, they can choose to work remotely, if eligible, or take PTO instead. If the Library does not offer bargaining unit members reassignment, they will receive administrative leave pay.

- 23.01.03.04 Location specific closures will utilize local email and phone trees developed for each site to communicate closures to bargaining unit members.
- 23.01.03.05 An employee who is required to work onsite or is scheduled for on-call duty on an emergency closure day will follow the specific instructions of their supervisor. Employees approved to work onsite or who are scheduled on-call during an emergency closure day will choose to receive time and a half pay or the equivalent in comp time for all hours worked.

23.02 Processes for planned, extended building closures for a day or more will be by the Labor Management Committee and recommendations offered to Library leadership for implementation.

- 23.02.01 In extended building closures, employees will be offered opportunities to work at other sites for the duration of the closure (with paid mileage) or choose to take unpaid leave of absence (job protections will remain in place).
- 23.02.02 All extended closures and alternate work opportunities will be communicated with all impacted employees at least six (6) weeks in advance of the closure.

Article 24: Education and Training

24.01 County Tuition Reimbursement Program

- 24.01.01 The Library utilizes the Jefferson County Tuition Reimbursement Program. The Employer will reimburse bargaining unit members up to \$2,300, or the amount set by the County policy, if increased, annually for tuition and eligible expenses for successful completion of a degree program or college or university classes taken for credit that is relevant to the employee's current job duties and

responsibilities, relevant to a service or career advancement opportunity with Jefferson County employment, or related to the increased service delivery to the residents and customers of Jefferson County.

24.01.02 To be eligible to receive reimbursement, the employee must be in a standard position, scheduled to work at least twenty (20) hours per week. Employees scheduled to work less than twenty (20) hours per week, LTEs and non-benefited positions are not eligible. Employees must have started classes after their first day of employment and be employed by the Library at the completion of the class.

24.01.03 An employee must obtain approval from the Library Department Director (or designee) prior to submittal of the Tuition Pre-Authorization Form to County Human Resources (and the Library People and Culture Training Manager). Employees are expected to submit the Tuition Pre-Authorization Form to County Human Resources for approval of funds prior to enrollment in any courses.

24.01.04 All class and homework time is conducted outside of work hours. Employees must receive a grade of "C" or better for an undergraduate class and "B" or better for a graduate class. For classes that are only offered as "Pass" or "Fail," employees must have received a "Pass" grade. Credits given for life or work experience, for testing out of a class, or for repeating a class are not eligible.

24.01.05 Once the class is finished, the employee will send proof of their final grade and a tuition receipt or statement showing what was actually paid for the class to County Human Resources. County Human Resources will contact the employee via email with confirmation once they have received the required paperwork, and to verify delivery of the reimbursement.

24.02 Library Scholarship Fund

24.02.01 The Library will designate \$30,000 per fiscal year to a scholarship Fund for all bargaining unit employees. Any funds that are not spent or encumbered at the end of the budget year will be rolled

over and added to the next year's fund. The fund will be managed by the People and Culture department. Following ratification of this Agreement, the Library and the Union will form a joint labor management sub-committee for six (6) months tasked with developing the guidelines and operations of the scholarship fund for recommendation to the Labor Management Committee. The LMC will make recommendations to the Executive Director.

24.03 Professional Development and Continuing Education

24.03.01 The Employer will reimburse bargaining unit members for webinars and training programs at the full cost as long as the webinar or training is directly related to the current position the bargaining unit member holds or is part of a required continuing education requirement for the bargaining unit member and with prior approval from their supervisor and the Library People and Culture Training Manager.

24.04 License Fees

24.04.01 The Employer will reimburse bargaining unit members for the fees for exams, certifications, and licensing that are required for a bargaining unit member's current position as specified in their job description.

Article 25: Dress Code

25.01 The Library employs talented passionate professionals who provide exceptional Library services to the Jefferson County community. Our goal is to create a workplace environment and culture that is comfortable and inclusive for all employees. We believe the creation of a simple yet professional dress guideline will support employees to thrive in their work.

25.02 The Library's dress guidelines are business casual, including jeans and sneakers.

25.03 Work apparel should be clean and may include messages related to books, arts, culture, or general interests, provided they are not offensive or disruptive. Apparel promoting political candidates or campaigns, hate speech, or

discriminatory messages is not permitted. Bargaining unit members can wear Union attire.

25.04 Name tags are required. Name tags can state the employee's first name, "JCPL Staff," or position title (e.g., "Teen Librarian"). Lanyards and retractable badge holders are optional and may be worn to carry County identification and/or key cards. County identification must be carried at all times. Lanyards and retractable badge holders are to be free of slogans and wording other than Library, County, or AFSCME branding. Personal pronoun buttons are allowed on lanyards or shirts. Buttons may be worn as long as they do not inhibit work and follow the same standards set in 25.03 for clothing.

25.05 For safety reasons, open toe shoes are discouraged.

25.06 Any required items of clothing will be purchased and provided by the Library.

Article 26 - No Strikes or Lockouts

26.01 The Union shall not threaten, facilitate, support, or cause a county employee to participate in the following: a strike, a work stoppage, a work slowdown, a group sick out, or an action that disrupts, on a widespread basis, the day-to-day functioning of the county. In addition, any employee who participates in any of the above-mentioned activities may be disciplined for such participation. Any decisions related to these matters will be done on a case-by-case basis.

26.02 The Employer will not institute a lock-out of its employees or the Union and its representatives.

Article 27: Savings and Severability Clause

27.01 The parties recognize that the provisions of this Agreement cannot supersede law. If any one or more of any court, administrative agency, or other adjudicatory body of competent jurisdiction holds any provision of this Agreement to be invalid or if the effect of any one or more of federal, state, or local statutes or ordinances or other applicable government regulations or rules render any provision of this Agreement void, such provision shall have no effect to the extent that the law has made it void and shall continue in effect only to the extent permitted by law. The remainder of this Agreement shall further continue in full force and effect. After receipt of written notice from the other party, both parties shall promptly meet and collectively bargain for the limited purpose of negotiating a replacement for the invalid provision if allowed.

Article 28: Duration

28.01 This Agreement shall be in effect upon ratification by both the Union and the Library until December 31, 2028. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the expiration date that it desires to modify the Agreement.

Upon ratification and final approval, the Agreement is binding on all parties. The parties acknowledge that certain provisions of the Agreement require administrative actions, systems updates, policy revisions, or training prior to full operational implementation. The Employer will make good faith efforts to implement all provisions as expeditiously as practicable. The parties agree that full implementation will occur within a reasonable implementation period following final approval, not to exceed two to four months unless otherwise mutually agreed. During this period, the parties agree to meet as needed to address sequencing, questions, and any unforeseen implementation issues.