

AGREEMENT

Between

CITY OF BLOOMINGTON  
BLOOMINGTON, ILLINOIS

and

BLOOMINGTON PUBLIC LIBRARY  
BOARD OF TRUSTEES

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

BLOOMINGTON PUBLIC LIBRARY EMPLOYEES

MAY 1, 2019– APRIL 30, 2022

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## AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of May, 2019, by and between the BOARD OF TRUSTEES, BLOOMINGTON PUBLIC LIBRARY (herein called the “Library”), CITY OF BLOOMINGTON, ILLINOIS (herein called the “City”) (Library and City are jointly referred to as “Employer”), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, AFL-CIO for and on behalf of LOCAL 699 (herein called the “Union”):

### WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the Library and its employees; aid economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1 RECOGNITION

### Section 1.1. Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full and part-time employees of the Bloomington Public Library in the following positions: At least two (2) Shelves; Library Assistant; Library Technical Assistant; Library Associate; Librarian 1, Custodian; excluding Library Director; Unit Manager; Librarian 2/Department Manager; Secretary; temporary employees; members of the Library Board; Mayor; and all other supervisory, confidential and managerial employees and all other employees excluded by law.

### Section 1.2. New Classifications.

The Employer shall promptly notify the Union of its decision to create any and all new classifications. If the parties agree that the proposed new classification is a successor title to the classification covered by this Agreement, with no substantial change in duties, the Union and the Employer shall file a stipulated unit clarification petition with the Illinois State Labor Relations Board to ensure that the new classification becomes a part of this Agreement.

If the proposed new classification contains a significant part of the work now done by any of the classifications in the bargaining unit, or whose functions or community of interests are similar to those in the bargaining unit, the Union will notify the Employer within thirty (30) calendar days of its receipt of the Employer’s notice, and the parties will then meet within fifteen (15) calendar days of such notice to review the position classification. If the Union and the Employer are able to reach agreement on the

inclusion of the position classification in the unit, they shall submit a stipulated unit clarification petition to the Illinois State Labor Relations Board.

Once the inclusion of the proposed position classification has been found appropriate by the Illinois State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification and its appropriate series and series placement. If no agreement is reached within thirty (30) calendar days of the date of the Illinois State Labor Relations Board decision, the Union may, within fifteen (15) calendar days, appeal the position classification as containing substantially the same duties as an existing position classification, the pay grade and/or the appropriate series to Arbitration.

The arbitrator shall determine the reasonableness of the proposed salary grade and relationship to:

- (a) the job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the bargaining unit;
- (b) like positions with similar job content and responsibilities within the labor market generally to the extent that salaries paid for them are consistent with other job classifications within the bargaining unit;
- (c) significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, posting and bidding procedures shall be in accordance with this Agreement.

### Section 1.3. Seasonal Employees.

Seasonal employees shall receive not less than minimum wage nor more than the probationary rate for the type of work they are performing. If a seasonal employee is employed more than 585 hours or 9 months in any calendar year, he or she will be paid at the probationary rate and shall become a regular probationary employee, with the exception of four (4) seasonal positions that may work more than nine (9) months but no more than 585 hours per calendar year. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 of this Agreement and are not covered by any of the provisions of this Agreement. With the exception of the four (4) seasonal positions identified above, seasonal employees will not be used in bargaining unit positions except in emergency situations, or temporary absences of a bargaining unit employee. The Library may continue its current practice of hiring short term, summer temporary employees.

### Section 1.4. Abolition or Merger of Job Classification.

The Employer shall notify the Union of its interest to establish new classifications, or abolish, or merge, or change existing classifications and shall negotiate with the Union over the impact of such.

Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

## ARTICLE 2 UNION SECURITY

### Section 2.1. Dues Check-off.

- (a) Deduction. The City of Bloomington agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union. The City of Bloomington will deduct the requested amount from the employee's pay. The City of Bloomington will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law. The aggregate deductions of all employees and a list of their names, addresses, phone numbers, date of hire, classification, rate of pay, identification numbers, and the individual employee deductions shall be remitted electronically monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

If any bargaining unit member requests a change in membership/dues status, the bargaining unit member will be directed to the Union. If the Employee provides in writing her/his desire to cease paying union dues, the notice will be promptly emailed to the Library Chapter Chair and Staff Representative. If fourteen (14) calendar days have passed without any written notification from the Union regarding the employee's due status, including notice from the Employee that such notice to cease dues has been rescinded, the Library will honor the Employee's written request and cease deducting dues.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member of the bargaining unit unless the procedure detailed above has been followed.

### Section 2.2. Indemnification.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 3 HOURS OF WORK AND OVERTIME

### Section 3.1. Application of This Article.

This Article shall not be construed as a guarantee or limitation of work per day or per week.

Section 3.2. Workweek.

The workweek for all full-time employees shall be thirty-eight (38) hours except custodian which shall be forty (40) hours per week. The Library's workweek begins on Sunday.

Section 3.3. Scheduling.

The Employer agrees to make a good faith effort to continue its present scheduling practices. It is understood by the parties that there will be variations in an employee's work schedule. Work schedules showing the employee's work days and hours shall be electronically shared with employees at least one (1) month in advance, barring emergency situations. For rotating Sunday work, permanent full-time staff members who work on Sunday will receive the following Friday and Saturday off, unless two other days off within the calendar week are mutually agreed upon.

To allow for flexibility, requests for schedule changes will be honored unless operational needs prohibit. The library may make temporary work schedule changes with reasonable advance notice to affected employees. If an employee calls in sick or is otherwise absent from work on an unscheduled basis, when time permits, the supervisor shall ask qualified employees from that department to agree to work in place of the absent employee and adjust their schedule for the week. The most senior employee who agrees to do so will receive the shift. If no qualified employee can adjust their schedule and an employee is required to work, the least senior employee will be assigned to work the shift. If a full-time employee is required to work in place of the absent employee, the full-time employee will receive compensatory time or overtime pay (at the employee's discretion). The employer shall not change any full-time employee's work schedule in order to circumvent the payment of overtime.

Section 3.4. Breaks.

Employees who work six (6) hours or more in any workday shall be entitled to two (2) fifteen (15) minute uninterrupted breaks. Employees who work more than two (2) hours but less than six (6) hours in any workday shall be entitled to one (1) fifteen (15) minute uninterrupted break. The time of such break(s) shall be arranged by the employee and the employee's Department Manager.

Section 3.5. Meal Periods.

All employees shall be granted a one (1) hour unpaid, uninterrupted meal period during each work shift of more than six (6) consecutive hours. The meal period shall be scheduled approximately midway in the shift. Employees are expected to consistently take their one (1) hour meal breaks each working day. In an attempt to maintain flexibility, occasional exceptions may be granted with prior approval from the employee's manager, assuring the departmental needs are met, so that employees can use their mealtime to alter the time worked on a given day. These occasional exceptions will not become patterned and will not permanently change an employee's work schedule. If a more permanent schedule change has previously been approved for an employee (to allow for one six-hour work day per week, for example), the manager will honor the schedule but will retain the right to temporarily alter the schedule, based on departmental needs.

Section 3.6. Overtime.

Employees who work more than thirty-eight (38) hours in any work week (Custodian 40 hours), shall be compensated at one and one-half (1 ½) times their regular rate of pay. Overtime must be pre-approved by the Department Manager and the Director. The present practice of offering a differential to full time employees who work rotating Sundays shall continue.

Section 3.7. Compensatory Time.

An employee may choose to receive overtime payment in the form of compensatory time at the rate of time and one-half (1 ½) for the overtime hours worked. Such compensatory time shall be taken within ninety (90) calendar days of the time earned at a time convenient to the employee, consistent with the operating needs of the Library, and with prior approval of the Department Manager or Director.

Accrued compensatory time not used within ninety (90) calendar days of when it was earned shall be liquidated and paid in cash at the rate it was earned.

Section 3.8. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 4 HOLIDAYS

Section 4.1. Number of Holidays.

The following days are recognized as 8-hour holidays:

- New Year's Day
- Martin Luther King, Jr. Day (library will be open)
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Section 4.2. Floating Holidays.

When a holiday falls on a full-time employee's regularly scheduled day off, he/she will receive a floating holiday which may be taken within 30 days prior or 30 days after the holiday, with prior approval of manager. The exception is MLK Jr. Day, which may be taken on or within 60 days after the actual observance of the holiday, with approval of manager. A floating holiday is an 8-hour day.

Section 4.3. Eligibility Requirements.

Full-time employees shall be eligible for pay for any holiday, provided compensation has been paid for the last scheduled workday before and the first scheduled workday after the holiday.

Section 4.4. Holiday Pay.

Full-time employees who perform no work on a holiday shall suffer no loss of pay. Full-time employees who may be called in to work on a holiday for which the library is closed shall be compensated at a rate twice their normal earnings for hours worked. However, for Martin Luther King, Jr. Day, a holiday on which the library is open, there will be a Floating Holiday granted to full-time employees which may be taken on or within 60 days after the actual observance of the holiday.

Part-time employees, after two (2) years of continuous service, will receive holiday pay on a pro rata basis.

Section 4.5 Other Closings

The Library will be closed the Sunday before Memorial Day, will be closed the Sunday before Labor Day, and will close at 5:00 p.m. the Wednesday before Thanksgiving. These days are unpaid and schedules will need to be arranged with the Department Managers to ensure staff works their complete workweek during the weeks affected by the closings.

ARTICLE 5 VACATION

Section 5.1. Accrual and Eligibility.

All full-time employees shall accrue vacation in accordance with the following schedule:

Eighty (80) hours for the first year and 8 additional hours for each additional year of employment, up to 160 hours. An additional 16 hours will be granted on an employee's 16th anniversary, an additional 8 hours on an employee's 20th anniversary, and an additional 16 hours on an employee's 25th anniversary. The maximum number of accrued vacation is 200 hours.

After 1 year, 80 hours (10 days)  
After 2 years, 88 hours (11 days)  
After 3 years, 96 hours (12 days)  
After 4 years, 104 hours (13 days)  
After 5 years, 112 hours (14 days)  
After 6 years, 120 hours (15 days)  
After 7 years, 128 hours (16 days)  
After 8 years, 136 hours (17 days)  
After 9 years, 144 hours (18 days)  
After 10 years, 152 hours (19 days)  
After 11 years, 160 hours (20 days)  
After 16 years, 176 hours (22 days)  
After 20 years, 184 hours (23 days)  
After 25 years, 200 hours (25 days)

Part-time employees, after two (2) years of continuous service, will accrue vacation on a pro rata basis.

Section 5.2. Vacation Scheduling.

Vacations must be taken within the vacation year in which they are due unless an exception is granted by the Library Director. After the completion of a new employee's probationary period, up to 5 days vacation may be taken. Vacation shall be arranged in the employee's department with the employee's Department Manager on a first-come, first-served basis. All requests for leaves must be made on an absence request form and approved by a Department Manager in advance of the time off. When requesting three or more consecutive days, the employee's Department Manager will make a reasonable attempt to respond to vacation requests within five days from the date of the request. If an employee's immediate supervisor is not available, another Department Manager or the Director may be presented with the request.

Managers will not call in an employee who is on vacation or on regularly scheduled days off adjacent to a scheduled vacation to offer or mandate overtime.

Requests for vacation shall not be accepted more than one year in advance. Requests for vacation shall be granted on a first-come, first-served basis unless more than one employee in a department submits a request on the same day for the same day(s). In that event, the employee with the most seniority will be granted the vacation.

Vacation leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Full-time employees may carry over, up to but no more than, twenty-four (24) hours of vacation time annually. Part-time employees who are eligible to receive vacation benefits will receive pro-rated vacation carryover, up to but no more than twelve (12) hours of vacation time annually. A written Vacation Carry-Over Request Form must be submitted to the Department Manager and then to the Director for approval before the employee's anniversary date, to be credited with the carryover.

Section 5.3. Holidays During Vacation.

In the event a paid holiday falls during an employee's vacation period, an employee eligible for holiday pay will receive holiday pay for the day and the charge against the employee's vacation time will be reduced accordingly.

Section 5.4. Vacation Rights in Case of Separation or Layoff.

Employees shall be paid for their accrued, unused vacation at separation of employment or in the event the employee is laid off.

ARTICLE 6 WAGES

Section 6.1. Wages. Effective May 1, 2019, the rates of pay for all employees covered by this Agreement and on payroll upon ratification will be increased by 1.25% over the rate provided under the previous contract. Said rate of pay incorporating longevity schedules are shown in Appendix "B" attached hereto. Employees eligible for Sick Leave Buy Back who provide their notice of resignation/retirement effective no later than April 30, 2020, shall be paid out sick leave in accordance with the current payout practice. The resignation/retirement notice must be received by Human Resources no later than October 31, 2019. Employees who fail to provide such notice will receive payment of accrued sick leave in a manner which will avoid any accelerated payment from IMRF.

Effective November 1, 2019 the rates of pay for employees not electing the resignation/retirement option above, on payroll upon ratification, and on payroll as of November 1, 2019 will be increased by 1.25% retroactive to May 1, 2019 over the previous salary. Said rate of pay incorporating longevity schedules are shown in Appendix "C" attached hereto.

Employees on payroll upon ratification, on payroll as of November 1, 2019, and ineligible for Sick Leave Buy Back will receive a one-time \$250 bonus on November 8, 2019. Employees on payroll upon ratification, on payroll as of November 1, 2019, who are eligible for Sick Leave Buy Back, and who are not resigning/retiring prior to April 30, 2020, will receive a one-time \$750 bonus on November 8, 2019.

Effective May 1, 2020, with the exception of custodians, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by 3.0% over the previous salary. Effective May 1, 2020, full time Custodian pay will move to \$17.00 and part time custodian pay will move to \$14.45 (all in – no wage increase in addition to negotiated wage in the same contract year). Said rates of pay incorporating longevity schedules are shown in Appendix "D" attached hereto.

Effective May 1, 2021, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by 2.5% over the previous salary. Said rates of pay incorporating longevity schedules are shown in Appendix "E" attached hereto.

To attract new Librarians with education and experience levels comparable to the incumbents leaving those positions, Management may hire Librarians at the five-year step of the longevity schedule if they have five (5) or more years of experience as a Librarian. Such an employee would progress to the ten-year step at the end of her/his fifth (5<sup>th</sup>) year, to the fifteen-year step at the end of her/his tenth (10<sup>th</sup>) year, etc. Such a new employee would not begin employment with five (5) years seniority; she/he would begin at zero (0) years seniority, the same as any other new hire.

Any employee who earns an LTA Associate's Degree while in an LTA position at the Bloomington Public Library will be advanced to the salary at the next step on the longevity schedule upon completion of the degree. Any new hire into an available LTA position that possesses an LTA Associate's Degree will be hired in at the five-year step of the longevity schedule.

### Section 6.2. Wages.

For those employees who do not elect to enroll in direct deposit, paychecks will be mailed on payday to the employee's home address.

Bargaining unit employees may be paid bi-weekly, with no less than a 90 day notice, if possible.

## ARTICLE 7 DISCIPLINE AND DISCHARGE

### Section 7.1. Reason for Disciplinary Action.

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Verbal reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); and
- (d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed within a reasonable time after the Employer is aware of the

event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Employees shall not be demoted for reasons unrelated to performance of her/his job.

Section 7.2. Manner of Discipline.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 7.3. Grievances Involving an Employee's Discharge or Discipline Suspension.

Grievances involving an employee's discharge, demotion, or disciplinary suspension may be presented at Step 2 of the grievance procedure.

Section 7.4. Union Representation.

An employee shall be informed of her/his right to Union representation at any investigatory meeting or any meeting at which discipline is to be imposed.

Whenever possible, the designated Union representative at the Library will receive written notification of any investigatory meeting or meeting at which discipline is to be imposed. At times, the need for a prompt investigation of an incident witnessed by an employee may preclude the furnishing of advanced written notice to the Union's designated representative prior to such investigation.

Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined, demoted, or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 7.6. Consideration of Prior Discipline.

The weight to be given prior discipline shall depend upon the seriousness of the prior offense, its similarity to the offense for which discipline is being imposed, and the amount of time which has elapsed since the prior offense.

## ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employee(s) against the Library involving the meaning, interpretation, or application of the express provisions of this Agreement. For purposes of this Section, "employee" shall include an employee acting in her/his capacity as a Union representative who raises a question involving an application of an express provision of the Agreement giving a right or benefit to the Union or over Library action which would constitute an unfair labor practice.

No grievance shall be entertained or processed unless it is submitted within ten (10) working days (Monday through Friday, non-holidays) after the occurrence of the

event giving rise to the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrences of the event giving rise to the grievance.

A grievance shall be processed in the following manner:

**STEP 1:** An employee who has a grievance shall submit it in writing to her/his Department Manager. The Department Manager shall give her/his answer within five (5) working days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union to the Library Director within ten (10) working days after the Department Manager's answer in Step 1. A meeting between the Library Director or her/his representative, grievant, union representative (steward), and Council 31 staff representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Library Director or her/his representative and the Union. If no settlement is reached, the Library Director or her/his representative shall give the Library Director's written answer to the Union within five (5) working days following the meeting.

### Section 8.2. Arbitration.

- (a) **Selection of Arbitrator.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Library Director's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of her/his selection by a joint letter from the Library and the Union requesting that she/he set a date, subject to the availability of the Library and Union representatives. The hearing shall be held in the City of Bloomington, Illinois.
- (b) **Arbitration Process.** Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Library and/or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Library.
- (c) **Time Off.** The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave her/his work to investigate, file, or process grievances without first notifying and making mutual arrangements with her/his Department Manager or designee and such arrangements shall not be denied unreasonably.

Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.

(d) Pertinent Witnesses and Information. Except as provided above, either party may request the production of specific documents, books, papers, or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable law, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 8.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. She/he shall consider and decide only the specific issue submitted to her/him in writing by the Library and the Union, and shall have no authority to make a decision on any other issue not so submitted to her/him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing her/his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agree to the facts of the grievance presented. The decision of the arbitrator shall be final and binding as provided by law.

Section 8.4. Expenses of Arbitration.

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Library and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.5. Time Limits for Filing, Responding.

Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Arbitration.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice.

## ARTICLE 9 SENIORITY

Section 9.1. Seniority.

Seniority, as established by this Article for both full and part-time employees, shall be the employee's last date of hire. Seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 9.2. Seniority Lists.

The employer shall furnish seniority lists for full and part-time employees to the Union twice per year. The list provided shall include the employee's name, classification, and seniority order.

Section 9.3. Application of Seniority.

In cases of promotions and job assignments where employees are substantially equal in knowledge, skills, and abilities in accordance with the job description and posted job announcement, seniority shall be the determining factor.

Section 9.4. Termination of Seniority.

Seniority shall be terminated when an employee:

- (a) voluntarily resigns;
- (b) is discharged;
- (c) is absent for three (3) consecutive days without notifying the Library;
- (d) fails to report to work after layoff within three (3) days after she/he has been notified to report to work, provided, however, that upon request made within the three (3) day period, the Library may grant an extension of time for good cause; or
- (e) is laid off for a period of two (2) years.

Section 9.5. Layoff.

In the event of a reduction in the working force which is expected to last for more than one (1) week, employees shall be laid off in the inverse order of their seniority within the job classification, providing however, that part-time employees shall be laid off first. The Library shall give laid-off employees fifteen (15) days written notice of the layoff, except for an emergency. Employees shall be recalled from layoff according to the order of their layoff by letter. The employee is required to keep the Employer informed of the employee's current address and/or phone number. The employee recalled shall have five (5) working days to give notice of her/his intention to return to work.

Section 9.6. Transfer or Bump to Avoid Layoff.

Employees displaced by the elimination of jobs, through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment of replacement of existing facilities, the development of new facilities or for any other reasons shall be permitted to exercise their seniority rights to transfer or bump to any other job in an equal or lower rated classification for which they are qualified in the bargaining unit, provided however, that part-time employees may only bump other part-time employees.

ARTICLE 10 FILLING OF VACANCIES

Section 10.1. Definition of a Permanent Vacancy.

For the purposes of this Article, a permanent vacancy is created:

1. when the Library determines to increase the work force and to fill the new position(s);
2. when any of the following transactions take place and the Library determines to replace the previous incumbent: terminations, transfers,

promotions, demotions and related transactions provided that nothing in this Section creates any obligation to replace the previous incumbent.

Section 10.2. Posting.

Permanent vacancies shall be posted for bid on the appropriate bulletin boards for a period of five (5) working days. The bid notice shall state the position, the work assignment qualifications, whether assessments may be required, and the rate of pay for such job. Any qualified bargaining unit employee may bid on such position.

Section 10.3. Selection.

Permanent vacancies shall be filled by the application of the provisions of this Article and Article 9, Seniority, and shall be filled within 60 days whenever practical. Where both full and part-time employees bid on a job, in applying the seniority principle, seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

Section 10.4. Temporary Assignment.

An employee who is assigned work in a higher paying classification for a period of one (1) consecutive week or longer shall be paid at the higher rate for all time spent performing such work. An employee assigned work in a lower paying classification shall not lose pay for performing such work. The Library shall not split duties or rotate or reassign other employees to any specific temporary assignment for the purpose of circumventing its obligation to pay an employee at the higher rate of pay.

Section 10.5. Probation on Promotion or Transfer.

Any employee who accepts a promotion or transfer to another position within the bargaining unit in accordance with the provisions of this Article shall be on probation in such position for a period of ninety (90) calendar days. Any time loss in excess of five (5) working days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. During the probationary period, if the employee fails to demonstrate her/his ability to perform the work involved, she/he shall be transferred back to the position or position classification she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority. During the ninety (90) calendar day period, the employee may voluntarily return to the position or position classification which she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority.

Section 10.6. Probation for New Hires.

The first six (6) months of service shall constitute the probationary period which may be extended an additional three (3) months by the Library Director for good cause. During this probationary period, any original employee may be dismissed by the Library Director for any reason not prohibited by law without the right to grieve.

ARTICLE 11 TRAINING AND EDUCATION

Section 11.1. Conferences, Workshops, Seminars, and Conventions.

Employees who are requested by the Library to attend a conference, workshop, seminar, or convention, shall have travel, meal, registration, and other direct

expenses paid by the Library in addition to being granted a paid leave of absence for the period necessary for such attendance. Travel time shall be considered as time worked to the extent required by the Fair Labor Standards Act.

Guidelines are as follows:

- (1) Priority of Staff:
  - (a) staff members that have a direct job related concern with the subject of the conference or agenda of the meeting;
  - (b) staff participating in and members of professional organizations;
  - (c) staff that are members of professional organizations;
  - (d) all others.
- (2) Priority of Meetings:
  - (a) local and regional meetings sponsored by public libraries or public library systems;
  - (b) Illinois Library Association, Annual Conference;
  - (c) American Library Association, Annual Conference;
  - (d) all others.

Official travel allowance will be at the current IRS rate per mile for personal automobiles used. Other direct expenses such as registration, parking, etc. will be paid at actual cost. Travel by other than personal automobile will be paid at actual cost. Library vehicles must be used, if available. Meals will be paid in accordance with the Library Travel Guidelines.

All payments provided for in this Section are subject to availability of funds. Nothing in this Section requires any particular level of funding for training or education or shall be construed as a guarantee of the right to attend any programs, conferences, workshops, conventions, or seminars.

#### Section 11.2. Academic Course Work.

The Library may pay the tuition of permanent full-time employees who have at least one (1) year of continuous service for job or library related course work. For part-time employees that move to full-time positions, part-time service time will be prorated and utilized towards the one (1) year of continuous service.

Employees must receive the Library Director's approval in advance of enrollment. Such approval shall not be unreasonably withheld. The tuition reimbursement policy and request form shall be available on staff intranet.

Any employee who leaves the Library within one (1) year of completing a course will refund the Library the amount paid for the course or reimbursed by the Library. This sum may be withheld from the final paycheck.

##### **a. Tuition Reimbursement**

At the end of the course, the employee will reimburse the Library according to the following schedule:

- 0% for a grade "A"
- 25% for a grade "B"
- 50% for a grade "C"
- 100% for a grade "D" or lower

The Library will reimburse employees who themselves paid for job related courses according to the following schedule:

- 100% for a grade "A"
- 75% for a grade "B"
- 50% for a grade "C"
- 0% for a grade "D" or lower

**b. Leave for Library Related Course Work**

Elective academic coursework, including homework, shall not be performed on work time. After completing one (1) year of service, an employee may request use of leave time to attend Library related course work of academic credit which, even after work schedules are rearranged by mutual agreement, cannot be scheduled during non-work time. The time off shall be charged to earned leave time in the following order:

- (a) compensatory time
- (b) vacation time
- (c) personal leave

Approval for this leave will be at the discretion of the Library Director. Such approval will not be unreasonably withheld.

Section 11.3. Non-Credit Classes.

All full-time employees shall be given the opportunity to take job related non-credit classes (e.g. Heartland Community College Community Education classes, Library System Continuing Education classes) subject to the availability of funds and arrangements of work schedules. Employees must receive approval from their Department Manager. Such approval shall not be unreasonably withheld. If an employee who is still employed at the Library does not complete the class, she/he will be required to reimburse the Library for the cost of the class in lieu of discipline. If the employee is no longer a Library employee, no reimbursement will be required. This provision applies whether the class was taken at the request of the employee or the Library.

**ARTICLE 12 SICK LEAVE**

Section 12.1. Sick Leave Accrual.

Effective upon the signing of this Agreement, all full-time employees shall accrue sick leave to a maximum of 960 hours which shall be paid at full pay during time of illness. This benefit shall be accrued by new employees at a rate of 20 hours per month for her/his first twelve (12) months of employment, after which it shall accrue at a rate of 8 hours per month up to a maximum of 960 hours less sick leave used.

Sick leave can be taken in fifteen (15) minute increments after the first half (½) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Whenever an employee uses more than 152 hours, leaving less than eighty (80) hours of sick leave by reason of one or more serious health conditions, defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility or continuing treatment by a physician, the employee, upon return to work, shall accrue sick leave at the rate of 20 hours per month until he/she has accrued the amount of sick leave he/she had available before the serious health condition or conditions. In order to be eligible to receive sick leave rapid accrual, an employee returning to work must present to her/his Department Manager a certificate from a reputable physician licensed in the state where medical treatment was provided that she/he personally treated said employee for the sickness

which kept her/him from work and that the physician personally knew the employee was unable to perform the duties of her/his employment during the entire absence from work. The certificate may be waived at the discretion of the Department Manager. The employee shall receive full pay during the time of said absence, provided that paid leave time is available, if the absence is certified by the attending physician as being the result of an incapacitation and if it is so recognized in writing by the Department Manager and the Library Director. Employees are eligible to receive rapid accrual once during their career (most recent date of hire).

An employee who is unable to report to work because of their illness or the illness of a spouse, son, daughter, or parent shall contact her/his Department Manager as soon as practical. The Library Director shall have the right to contact any employee during the course of the first day of absence or any subsequent days of absence due to illness. Any employee who cannot be contacted by the Library Director during her/his absence and after diligent effort on the Library's part, will have to show the Library Director due reason for the inaccessibility before the days of absence will be compensated.

The Library will maintain complete and up-to-date records on all employees as regards to their health, sick leave record, job injury record, or any other information as deemed appropriate by the Library Director.

#### Section 12.2. Sick Leave Abuse.

Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Prior to any disciplinary action taking place, the employee's manager shall counsel the employee regarding her/his absences and remind them of the relevant policies. Some examples of sick leave abuse include, but are not limited to:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days, or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. repeated use of sick leave benefits as they are earned.
4. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

If an employee is suspected of sick leave abuse, the Library Director may require the employee to provide verification for all sick leave absences for a designated or reasonable time period. Nothing herein shall preclude an employee from voluntarily submitting a doctor's verification at any time for the Library Director's consideration.

Upon a good faith belief that an employee may be abusing sick leave, the Library Director may elect to have an employee submit to an examination by a physician designated by the Library certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the Library. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's paid leave time.

An employee absent for three (3) consecutive workdays or more without notice to the employee's supervisor will be regarded as having resigned her/his position. Prior to termination, the Library shall send a letter to the employee's last known address notifying them of a pre-termination meeting.

#### Section 12.3. Sick Leave Buy Back Program.

All employees hired prior to May 1, 1997 will be grandfathered to the current contract language as regards Sick Leave Buy Back. Bargaining unit employees who retire or leave the employment of the library by April 30, 2020 under honorable circumstances, with notice as provided in Article 6 and with twenty (20) or more continuous years of service and at age 55 or older may choose to be paid at their final rate of pay for all accumulated unused sick leave according to the following schedule:

<u>Total Hours Available</u>	<u>Percentage</u>
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800 or more	70%

Changes Effective May 1, 2020. For all employees hired prior to May 1, 1997 who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 or older, with a minimum of 350 hours of usable sick leave, eligible sick time shall be paid at the employee's final hourly rate for up to 100% of 1440 hours of the employee's accrued sick leave. The 1440 hour maximum Sick Leave Buy Back shall consist of the employee's balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 1440 hours. Under no situation will an employee be paid for more than 1440 hours of sick leave. Supplemental Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

All employees hired from 5/1/97 through 4/30/10, who retire or leave the employment of the Library by April 30, 2020 who are at least 55 years of age, with twenty (20) or more years of service as a Library employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

Less than 400 Hours	0%
Next 100 Hours (400-499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Changes Effective May 1, 2020. For all employees hired between May 1, 1997 and April 30, 2010, who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 or older, with a minimum of 350 hours of usable sick leave, eligible sick time shall be paid at the employee's final hourly rate for up to 75% of 960 hours of the employee accrued sick leave. The 960 hour maximum Sick Leave Buy Back shall consist of the employee's balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 960 hours. Under no situation will an employee be paid for more than 720 hours of sick leave. Supplemental Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

Employees hired after 4/30/10 are ineligible for sick leave buyback upon retirement or other separation from employment.

Effective May 1, 2020, all Sick Leave Buy Back (regardless of SLBB Tier) will be paid to the employee in a manner in which SLBB earnings are no longer IMRF eligible and will therefore avoid any accelerated payment under IMRF provisions. Payments will be made within five (5) business days of earnings no longer being IMRF eligible.

Currently, the Union has elected for employees to receive a paper check for Sick Leave Buy Back. The Union may elect during the term of this Agreement to change all eligible members' Sick Leave Buy Back payment method to a Retirement Health Savings account deposit. Once such notice is received an effective date will be coordinated in compliance with the RHS plan rules and regulations.

Section 12.4. IMRF Creditable Service Credits.

The Library and the Union agree that IMRF Creditable Service Credits shall be retroactive to March, 1995.

Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days (960 hours) may continue to accrue, for Illinois Municipal Retirement Fund creditable services purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual over one hundred twenty (120) days (960 hours) shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave, except as outlined in Section 12.3 - Sick Leave Buy Back, above. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days (960 hours) is required to use sick leave which reduced the one hundred twenty (120) day (960 hours) amount, the amount of sick leave available for IMRF purposes shall not be reduced, but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days (960 hours) of sick leave. Employees' Supplemental Sick Leave for Creditable Service bank shall be frozen and no additional Supplemental Sick Leave for Creditable Service shall accrue after April 30, 2020

Retirement Health Savings

Effective May 1, 2020, employees shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Savings (RHS) account. Such contributions will be made on a monthly basis.

ARTICLE 13 LEAVES OF ABSENCE

Section 13.1. Leave Without Pay.

The Library Director may grant a full-time employee or a part-time employee a leave without pay for a period not to exceed one (1) year when it is in the interest of the Library to do so, provided that if a full-time employee requests a leave of absence without pay to take another position with the Library not covered by this Agreement, the Library Director shall grant a leave of absence for as long as the employee is in the probationary status of said position. During the employee's approved leave of absence, her/his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee. At the expiration of the leave without pay, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any vacant position in the same class.

A leave without pay up to seven (7) days shall be granted if prior request is made to the Department Manager by the employee at least five (5) working days in advance and the employee's absence would not disrupt operations.

All requests for leaves of absence without pay shall be made in writing.

Paid leave time shall not accrue during an unpaid leave lasting more than thirty (30) calendar days. An employee will be responsible for paying the entire cost of health and other insurance premiums for an unpaid leave lasting more than thirty (30) calendar days.

#### Section 13.2. Bereavement Leave.

Employees are paid straight time earnings for time lost, up to four consecutive working days, to grieve and/or attend or prepare for the funeral of a member of the immediate family. An immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. In the event of the death of an employee's aunt, uncle, niece or nephew, the employee shall be permitted (1) bereavement day.

In the event of the death of an employee, at the discretion of the Director, employees may be granted time to attend the visitation and/or funeral service. Employees who are needed to serve as a pall bearer at a funeral in McLean County shall be excused from work without loss of pay to attend the service.

The Library reserves the right to receive documentation of the funeral or service.

#### Section 13.3. Personal Leave.

After twelve (12) months of consecutive employment, all full-time employees shall be granted 24 hours of personal leave. Personal leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours; etc. When at all possible, personal leave shall be pre-scheduled with the employee's Department Manager by submitting an absence request form.

Part-time employees, after two (2) years of continuous service, will accrue personal leave on a pro rata basis.

During the first year of full-time employment only, pro-rated personal time will be awarded based on the number of months remaining in the fiscal year.

#### Section 13.4. Family Emergency Leave.

In all cases where there is an emergency situation and/or illness which requires the presence of an employee, that employee may be granted enough time off duty, at the discretion of the Department Manager or Library Director, so she/he may leave and make arrangements to get help to stay with her/his family, or otherwise arrange to alleviate the emergency situation. When the emergency situation extends beyond one (1) twenty-four (24) hour period of time, permission to be absent from work will have to be secured from the Library Director or Department Manager for every twenty-four (24) hour period thereafter. In any case where an employee has taken more than three (3) family emergency leave days in any given fiscal year, the fourth (4<sup>th</sup>) day will be deducted from the employee's accrued sick leave days. Family emergency leave is not cumulative.

#### Section 13.5. Civil Leave.

Employees shall be given time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with a national or local emergency, and for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. In the case of Jury Duty, employees duly summoned for Jury Duty shall show proof of summons as soon as possible to the employer and request leave if desired. If excused from jury duty before the end of the work shift, the employee is expected to report back to work unless previous arrangements have been made. Otherwise, the employee should report back at the beginning of his/her next work shift. If an employee is scheduled for an evening shift, he/she is expected to report back to work or switch shifts with another qualified employee in advance. Also in the case of Jury Duty, all fees received other than meal or travel allowances shall be returned to the Library.

Section 13.6. Service-Connected Injury.

An employee who suffers an on-the-job injury shall be allowed full pay during the first three (3) working days without the utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury becomes the subject of an award by the Industrial Commission, the employee shall reimburse the Employer the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers on on-the-job injury shall not be required to utilize any accumulated sick days prior to being granted an injury leave under Section 13.7 below.

Section 13.7. Illness or Injury Leave.

Employees who have utilized all their accumulated sick leave days (except as provided in Section 13.6 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave not to exceed one (1) year from the onset of the disability. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of another state. Such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Library in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. The Library will not arbitrarily deny such leave request.

Section 13.8. Treatment of Seniority.

Any nonprobationary employee shall retain and continue to accumulate seniority while on leaves provided for under this Article.

Section 13.9. Employee Rights After Leave.

At the expiration of any leave provided for in this Article, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any other vacant position in the same class.

Section 13.10. Failure to Return from Leave.

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge unless the Library Director, in her/his discretion, determines that it was impossible for the employee to so return.

Section 13.11. Notification of Leave.

Notification of balances of vacation, personal, and sick leave shall be provided to the employee once per month.

Section 13.12. FMLA Leave

To the extent that an employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time. Whenever an employee uses her/his accrued paid time off concurrently with FMLA, leaving a balance of 38 hours (or 40 hours for support services) or less of total paid time off, the employee may elect to take the remainder of her/his continuous, non-intermittent leave unpaid.

ARTICLE 14 INSURANCE

- (a) All eligible employees will be offered insurance through the City of Bloomington.
- (b) The Employer agrees to pay seventy-five percent (75%) of the health insurance premium for benefited employees with “Single” coverage.
- (c) The Employer agrees to pay seventy-five percent (75%) of the full health insurance premiums for benefited employees with dependent coverage.

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter “ineligible spouses”) will be ineligible for insurance on the City/Library medical plans. Those employees who have spouses on the plan as of the February 12, 2018 contract ratification date will be grandfathered in. Spouses who are Medicare-eligible will be eligible to remain on the City/Library plan.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City/Library medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City/Library medical care plan for the entire medical plan year. Once a grandfathered employee’s spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City/Library medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

If a grandfathered employee’s spouse experiences a qualifying event resulting in a loss of medical coverage during the plan year, the employee shall receive a prorated stipend based on the full months the City medical plan was not accessed.

- (d) The Employer agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage, and fifty percent (50%) of the dental insurance premium

for dependent coverage for dental insurance for all benefited employees under the City of Bloomington Health Care Plan.

- (e) The Employer agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage, and fifty percent (50%) of the vision insurance premium for dependent coverage for vision insurance for all benefited employees under the City of Bloomington Health Care Plan.
- (f) In any year in which the total amount of group insurance benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the Employer shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plan.
- (g) In the event the City offers a Health Saving Account (HSA) eligible PPO plan to Local 699 employees, the City reserves the exclusive right to change carriers, alter or amend the plan design, change the seed contribution or discontinue the HSA plan. No changes in the level of benefits shall be made to the other existing plans except by mutual agreement of the parties unless identified in the preceding paragraph or triggered by the following paragraphs.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act (“ACA”) and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage (“Cadillac Tax”) under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City’s Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act (“ACA”) or any similar state or federal legislation or regulation for any coverage options, then the employee’s monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

## ARTICLE 15 UNIFORMS

Custodians will be required to wear a uniform shirt with proper identification. The Library will furnish the following uniforms for each of the Custodial positions in the proper size:

- 1 pair Carhartt-type Coveralls or bibs
- 5 Work Shirts with Identification for full-time employees and 3 work shirts with identification for part-time employees

The type/style of shirts will be decided by the Chapter Chair by conducting a poll of the custodial staff with options provided by Library management.

## ARTICLE 16 NO STRIKE AND NO LOCKOUT

### Section 16.1. No Strike.

During the term of this Agreement, there shall be no strikes, work stoppages, sympathy strikes or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities.

### Section 16.2. No Lockout.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

## ARTICLE 17 PERFORMANCE REVIEWS

### Section 17.1. Informal Conferences.

The Union and the Employer encourage periodic informal performance review conferences between the employee and her/his Department Manager to discuss work performance, job satisfaction, work-related problems, and the work environment.

### Section 17.2. Written Performance Reviews.

Written Performance Reviews shall be prepared by the employee's Department Manager who is outside the bargaining unit and who either has firsthand knowledge of the employee's work or has discussed and received recommendations from someone who does. The Performance Review shall be limited to the employee's performance of the duties assigned and factors related thereto. The Performance Review shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the Performance Review as a recognition of having read it. Such signatures shall not constitute agreement with the Performance Review.

## ARTICLE 18 PERSONNEL RECORDS

### Section 18.1. Personnel Records.

The official personnel record shall be maintained at the Library. The personnel record shall be made available during regular business hours for an employee and/or her/his designee to review. However, the record shall not be removed from the Library, nor shall any documents in the record be altered or removed from the file. Employees may contribute documents to their record that relate to their performance and accomplishments.

### Section 18.2. Right of Inspection and Copies.

Employees will be granted the right to inspect their personnel records under the following procedures:

- (1) Any employee who wishes to inspect her/his personnel record must submit, in writing, her/his request to the person in charge of the record; the request shall not be unduly repetitious.

- (2) The inspection shall be granted to the employee within seven (7) working days from the receipt of the request.
- (3) The employee may make a copy of any material contained in her/his file.

Section 18.3. Employee Representation.

An employee may designate, in writing, a representative to inspect her/his personnel records and to make copies of pertinent information.

Section 18.4. Disciplinary Records.

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand, or other documentation is released to an external third party. This requirement will be waived if:

- (a) the disclosure is ordered in a legal action;
- (b) information is requested by a government agency to substantiate an employee's claim or complaint;
- (c) the employee waives this right in writing.

Section 18.5. Personnel Record Modification

If an employee disagrees with the information contained in her/his personnel record, it will be modified or removed by mutual agreement, or the employee may submit a written statement explaining her/his position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

## ARTICLE 19 LABOR-MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of the Library shall meet with the appropriate Union committee representing the bargaining unit. Meetings shall be scheduled if either side feels it is needed. Meetings will be at a time, place, and date mutually agreed upon. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings may be attended by an AFSCME staff representative.

## ARTICLE 20 UNION RIGHTS

Section 20.1. Union Activity During Working Hours.

Employees shall, after giving appropriate notice to their Department Manager, be allowed reasonable time off without loss of pay during working hours to attend grievance hearings, labor-management meetings, and any other meetings and/or activities established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.

Section 20.2. Access to Premises by Union Representatives.

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the Library Director or designee. Such visitation shall be for the reason of the administration of the Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve, or clarify a problem.

Section 20.3. Time Off For Union Activities.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, workshops, and other training meetings, provided such representative(s) shall give reasonable notice to her/his Department Manager of such absence. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

Section 20.4. Union Bulletin Board.

The Library shall provide a bulletin board for the exclusive use of the Union, provided that such bulletin board shall not be for the posting of messages which are inflammatory or disruptive of harmonious relations.

Section 20.5. Union Meetings on Library Premises.

The Library agrees to allow appropriate meeting rooms to be used for Union meetings upon prior notification by the designated Union representative, subject to availability.

Section 20.6. Union Orientation.

The employer will notify the Library Chapter Chair or designee when a new bargaining unit employee is hired. The Union will submit relevant and appropriate Union information to Human Resources to be placed in the new employee packet. The Union may provide information, including Union deduction cards, to the new bargaining unit member. One (1) Union representative will be afforded an opportunity to meet with new employees during their first month of employment for up to thirty (30) minutes of paid time (at regular rate of pay) to the employees involved.

ARTICLE 21 MANAGEMENT RIGHTS

It is recognized that the Library has and will continue to retain the rights and responsibilities to direct the affairs of the Library in all of its various aspects. Among the rights retained by the Library are the Library's rights to direct the working forces; to plan, direct, and control all the operations and services of the Library; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities, provided, however, that the exercise of any of the

above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE 22 NON-DISCRIMINATION

### Section 22.1. Prohibition Against Discrimination.

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, disability, political affiliation and/or beliefs, sexual orientation, or other non-merit factors as provided by law.

### Section 22.2. Union Activity.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.* (P.A. 83-1012) or by this Agreement, or on account of membership or nonmembership in, or on account of participating or not participating in lawful activities on behalf of the Union.

## ARTICLE 23 WELFARE TO WORK

No AFSCME represented position will be displaced, laid off, hours reduced, or otherwise reduced in pay as a result of any Welfare to Work initiative.

## ARTICLE 24 CDL POLICY

The Library will pay for the difference in the cost of obtaining a Commercial Drivers' License and a Class D license. This amount, net of the regular renewal rate, will be paid each time a new or renewed CDL is required. The Library will not demand reimbursement of these amounts from CDL employees who cease employment with the Library.

A new employee in the Circulation/Outreach Department hired to drive the bookmobile will have 75 working days in which to successfully obtain a CDL. If the license is not obtained within 75 working days, such may be cause for termination of a newly hired employee. An in-house employee who does not receive their CDL in 75 working days will be able to return to their previous position as governed by the union contract, Section 10.5. Section 10.5 will be adhered to with the additional stipulation of the 75-day requirement to obtain a CDL.

Bargaining unit CDL employees who fail a drug or alcohol test will be terminated after a second failed drug or alcohol test.

Any bargaining unit CDL employee who is assigned to the bookmobile and works on the bookmobile shall be paid at the rate of two dollars (2.00) per hour for each hour or portion thereof (in increments of fifteen minutes, rounded to the nearest increment) worked by the CDL employee on the bookmobile. This amount will be paid in addition to the CDL employee's present base rate of pay. The time shall be calculated beginning at the time the CDL employee leaves the Library garage and terminating when the CDL employee returns to the Library garage.

Bargaining unit CDL employees shall submit to their supervisor, on a weekly basis, a written confirmation of the amount of on-road hours (or portions thereof) worked by the CDL employee during each week. Such written confirmations will normally be

submitted on Monday. If the supervisor agrees with the report of hours worked submitted by the CDL employee, she/he shall approve payment for such hours (or portions thereof) to the CDL employee in the amounts set forth above and she/he shall sign the written confirmation. If she/he does not agree with the report of hours worked, she/he will meet with the CDL employee and will discuss with the CDL employee what the supervisor believes an accurate summary of hours worked should be. If the supervisor and the CDL employee cannot agree on the number of hours worked by the CDL employee, the CDL employee may initiate the grievance procedures set forth in Article 8.

The parties recognize that a delay between the time a confirmation of hours is submitted by the CDL employee and the date that compensation for such hours worked by such CDL employees on the bookmobile will occur. The Library and the City agree to use their best efforts to compensate CDL employees no later than three weeks after the date their confirmation of hours is submitted by the CDL employee.

In the event the library purchases a bookmobile that does not require a CDL to drive, Management will have the right to bargain Article 24 at that time.

Bookmobile shall be staffed with two (2) employees for any stops beginning after 5:00 p.m. For stops beginning at or before 5:00 p.m., with as much notice as possible, if the driver requests a second employee due to reasonable safety concerns, the request shall be granted.

#### ARTICLE 25 SUBCONTRACTING

It is the general policy of the Library to continue to utilize its employees to perform work they are qualified to perform. However, the Library reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the Library changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the Library will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The Library will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the Library will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the Library's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the Library's actions. If the Library decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 9.6 and 9.7 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the Library. The Library shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the Library's decision.

#### ARTICLE 26 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois statutes, all other provisions of this Agreement shall remain in full

force and effect for the duration of this Agreement. The parties agree to meet as soon as practicable to renegotiate the provision to eliminate its illegality or unenforceability.

#### ARTICLE 27 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

#### ARTICLE 28 TERMINATION

This Agreement shall be effective as of the last day of ratification and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2022. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28<sup>th</sup> day of May, 2019.

LOCAL 699, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO  
COUNCIL 31

/s/ Renae Neen  
/s/ Rendalla Fish  
/s/ Mimi Davis  
/s/ Laura L. Keacher  
/s/ Robert R. Greene

BOARD OF TRUSTEES  
BLOOMINGTON PUBLIC LIBRARY

/s/ [Signature]  
/s/ Catrina Parker  
/s/ [Signature]

CITY OF BLOOMINGTON

/s/ James C. Hinkle  
/s/ Barry Luch  
/s/ W. R. Callaway

APPENDIX “A” – EMPLOYEES GRANDFATHERED UNDER ARTICLE 14

4 employees had spouses on the plan as of the February 12, 2018 contract ratification date. The list is available upon request from the HR Manager or Library Director.

APPENDICES  
WAGE TABLES

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY that the following positions will be removed from the wage tables; however, the job classifications will remain in Section 1.1, Recognition, in the event these positions become necessary in the future:

- Full Time Shelver
- Full and Part Time Library Assistant (\*)
- Full and Part Time Library Associate II

Due to position mergers in previous contracts, we no longer have these positions.

APPENDIX “B” – WAGE TABLE

MAY 1, 2019 – OCTOBER 31, 2019

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
<b>Full-Time</b>							
Lib Asst	15.39	16.16	16.47	16.78	17.08	17.39	17.70
Cust	15.69	16.47	16.79	17.10	17.42	17.73	18.04
LTA	18.02	18.92	19.28	19.64	20.00	20.36	20.72
Lib Assoc	20.10	21.11	21.51	21.91	22.31	22.71	23.12
Libn	25.60	26.88	27.39	27.90	28.42	28.93	29.44
<b>Part-Time</b>							
Shelver	10.59	11.12	11.33	11.54	11.75	11.97	12.18
Lib Asst	11.66	12.24	12.48	12.71	12.94	13.18	13.41
Cust	13.34	14.01	14.27	14.54	14.81	15.07	15.34
LTA	15.31	16.08	16.38	16.69	16.99	17.30	17.61
Lib Assoc	16.84	17.68	18.02	18.36	18.69	19.03	19.37
Libn	21.76	22.85	23.28	23.72	24.15	24.59	25.02

APPENDIX “C” – WAGE TABLE

NOVEMBER 1, 2019 – APRIL 30, 2020

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
<b>Full-Time</b>							
Lib Asst	15.58	16.36	16.67	16.98	17.29	17.61	17.92
Cust	15.89	16.68	17.00	17.32	17.64	17.96	18.27
LTA	18.25	19.16	19.53	19.89	20.26	20.62	20.99
Lib Assoc	20.35	21.37	21.77	22.18	22.59	23.00	23.40
Libn	25.92	27.22	27.73	28.25	28.77	29.29	29.81
<b>Part-Time</b>							
Shelver	10.72	11.26	11.47	11.68	11.90	12.11	12.33
Lib Asst	11.81	12.40	12.64	12.87	13.11	13.35	13.58
Cust	13.51	14.19	14.46	14.73	15.00	15.27	15.54
LTA	15.50	16.28	16.59	16.90	17.21	17.52	17.83
Lib Assoc	17.05	17.90	18.24	18.58	18.93	19.27	19.61
Libn	22.03	23.13	23.57	24.01	24.45	24.89	25.33

APPENDIX “D” – WAGE TABLE

MAY 1, 2020 – APRIL 30, 2021

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
<b>Full-Time</b>							
Lib Asst	16.05	16.85	17.17	17.49	17.82	18.14	18.46
Cust	17.00	17.85	18.19	18.53	18.87	19.21	19.55
LTA	18.80	19.74	20.12	20.49	20.87	21.24	21.62
Lib Assoc	20.96	22.01	22.43	22.85	23.27	23.68	24.10
Libn	26.70	28.04	28.57	29.10	29.64	30.17	30.71
<b>Part-Time</b>							
Shelver	11.04	11.59	11.81	12.03	12.25	12.48	12.70
Lib Asst	12.16	12.77	13.01	13.25	13.50	13.74	13.98
Cust	14.45	15.17	15.46	15.75	16.04	16.33	16.62
LTA	15.97	16.77	17.09	17.41	17.73	18.05	18.37
Lib Assoc	17.56	18.44	18.79	19.14	19.49	19.84	20.19
Libn	22.69	23.82	24.28	24.73	25.19	25.64	26.09

APPENDIX “E” – WAGE TABLE

MAY 1, 2021 – APRIL 30, 2022

LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
<b>Full-Time</b>							
Lib Asst	16.45	17.27	17.60	17.93	18.26	18.59	18.92
Cust	17.43	18.30	18.65	19.00	19.35	19.70	20.04
LTA	19.27	20.23	20.62	21.00	21.39	21.78	22.16
Lib Assoc	21.48	22.55	22.98	23.41	23.84	24.27	24.70
Libn	27.37	28.74	29.29	29.83	30.38	30.93	31.48
<b>Part-Time</b>							
Shelver*	11.32	11.89	12.11	12.34	12.57	12.79	13.02
Lib Asst	12.46	13.08	13.33	13.58	13.83	14.08	14.33
Cust	14.81	15.55	15.85	16.14	16.44	16.74	17.03
LTA	16.37	17.19	17.52	17.84	18.17	18.50	18.83
Lib Assoc	18.00	18.90	19.26	19.62	19.98	20.34	20.70
Libn	23.26	24.42	24.89	25.35	25.82	26.28	26.75

\*On January 1, 2022, the Illinois minimum wage will increase to \$12/hour, therefore, the shelver salary and wage scale will be as follows for January 1, 2022 – April 30, 2022:

		5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
Position	Base	5%	7%	9%	11%	13%	15%
<b>Part-Time</b>							
Shelver	12.00	12.60	12.84	13.08	13.32	13.56	13.80