

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, 2012 – APRIL 30, 2014

AGREEMENT.....	1
ARTICLE 1 RECOGNITION	1
Section 1.1. <i>Recognition</i>	1
Section 1.2. <i>New Classifications</i>	1
Section 1.3. <i>Seasonal Employees</i>	2
Section 1.4. <i>Abolition or Merger of Job Classification</i>	3
ARTICLE 2 UNION SECURITY	3
Section 2.1. <i>Dues Check-off</i>	3
Section 2.2. <i>Fair Share Deductions</i>	3
Section 2.3. <i>Indemnification</i>	4
ARTICLE 3 HOURS OF WORK AND OVERTIME	4
Section 3.1. <i>Application of This Article</i>	4
Section 3.2. <i>Workweek</i>	4
Section 3.3. <i>Scheduling</i>	4
Section 3.4. <i>Breaks</i>	5
Section 3.5. <i>Meal Periods</i>	5
Section 3.6. <i>Overtime</i>	5
Section 3.7. <i>Compensatory Time</i>	5
Section 3.8. <i>No Pyramiding</i>	5
ARTICLE 4 HOLIDAYS	6
Section 4.1. <i>Number of Holidays</i>	6
Section 4.2. <i>Floating Holidays</i>	6
Section 4.3. <i>Eligibility Requirements</i>	6
Section 4.4. <i>Holiday Pay</i>	6
ARTICLE 5 VACATION	7
Section 5.1. <i>Accrual and Eligibility</i>	7
Section 5.2. <i>Vacation Scheduling</i>	7
Section 5.3. <i>Holidays During Vacation</i>	8
Section 5.4. <i>Vacation Rights in Case of Separation or Layoff</i>	8
ARTICLE 6 WAGES	8
Section 6.1. <i>Wages</i>	8

ARTICLE 7 DISCIPLINE AND DISCHARGE	9
<i>Section 7.1. Reason for Disciplinary Action</i>	9
<i>Section 7.2. Manner of Discipline</i>	9
<i>Section 7.3. Grievances Involving an Employee’s Discharge or Discipline Suspension</i>	9
<i>Section 7.4. Union Representation</i>	9
<i>Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases</i>	10
<i>Section 7.6. Consideration of Prior Discipline</i>	10
ARTICLE 8 GRIEVANCE PROCEDURE	10
<i>Section 8.1. Definition and Procedure</i>	10
<i>Section 8.2. Arbitration</i>	11
<i>Section 8.3. Authority of Arbitrator</i>	11
<i>Section 8.4. Expenses of Arbitration</i>	12
<i>Section 8.5. Time Limits for Filing, Responding</i>	12
ARTICLE 9 SENIORITY	12
<i>Section 9.1. Seniority</i>	12
<i>Section 9.2. Seniority List</i>	12
<i>Section 9.3. Application of Seniority</i>	12
<i>Section 9.4. Termination</i>	12
<i>Section 9.5. Probation Period</i>	13
<i>Section 9.6. Layoff</i>	13
<i>Section 9.7. Transfer of Bump to Avoid Layoff</i>	13
ARTICLE 10 FILLING OF VACANCIES	13
<i>Section 10.1. Definition of a Permanent Vacancy</i>	13
<i>Section 10.2. Posting</i>	14
<i>Section 10.3. Selection</i>	14
<i>Section 10.4. Temporary Assignment</i>	14
<i>Section 10.5. Probation on Promotion or Transfer</i>	14
ARTICLE 11 TRAINING AND EDUCATION	14
<i>Section 11.1. Conferences, Workshops, Seminars, and Conventions</i>	14
<i>Section 11.2. Academic Course Work</i>	15
<i>Section 11.3. Non-Credit Classes</i>	16

ARTICLE 12 SICK LEAVE	16
<i>Section 12.1. Sick Leave Accrual</i>	16
<i>Section 12.2. Sick Leave Buy Back Program</i>	17
<i>Section 12.3. IMRF Creditable Service Credits</i>	18
ARTICLE 13 LEAVES OF ABSENCE	18
<i>Section 13.1. Leave Without Pay</i>	18
<i>Section 13.2. Bereavement Leave</i>	19
<i>Section 13.3. Personal Leave</i>	19
<i>Section 13.4. Family Emergency Leave</i>	19
<i>Section 13.5. Civil Leave</i>	20
<i>Section 13.6. Service-Connected Injury</i>	20
<i>Section 13.7. Illness or Injury Leave</i>	20
<i>Section 13.8. Treatment of Seniority</i>	20
<i>Section 13.9. Employee Rights After Leave</i>	21
<i>Section 13.10. Failure to Return From Leave</i>	21
<i>Section 13.11. Notification of Leave</i>	21
ARTICLE 14 INSURANCE	21
ARTICLE 15 UNIFORMS	22
ARTICLE 16 NO STRIKE AND NO LOCKOUT	22
<i>Section 16.1. No Strike</i>	22
<i>Section 16.2. No Lockout</i>	22
ARTICLE 17 PERFORMANCE REVIEWS	22
<i>Section 17.1. Informal Conferences</i>	22
<i>Section 17.2. Written Performance Reviews</i>	22
ARTICLE 18 PERSONNEL RECORDS	23
<i>Section 18.1. Personnel Records</i>	23
<i>Section 18.2. Right of Inspection and Copies</i>	23
<i>Section 18.3. Employee Representation</i>	23
<i>Section 18.4. Disciplinary Records</i>	23
<i>Section 18.5. Disagreement With Content; to Comment</i>	23
ARTICLE 19 LABOR-MANAGEMENT COMMITTEE	24

ARTICLE 20 UNION RIGHTS	24
<i>Section 20.1. Union Activity During Working Hours</i>	24
<i>Section 20.2. Access to Premises by Union Representatives</i>	24
<i>Section 20.3. Time Off For Union Activities</i>	24
<i>Section 20.4. Union Bulletin Board</i>	24
<i>Section 20.5. Union Meetings on Library Premises</i>	25
<i>Section 20.6. Union Orientation</i>	25
ARTICLE 21 MANAGEMENT RIGHTS	25
ARTICLE 22 NON-DISCRIMINATION	25
<i>Section 22.1. Prohibition Against Discrimination</i>	25
<i>Section 22.2. Union Activity</i>	25
ARTICLE 23 WELFARE TO WORK	26
ARTICLE 24 CDL POLICY	26
ARTICLE 25 SUBCONTRACTING	27
ARTICLE 26 SAVINGS	27
ARTICLE 27 ENTIRE AGREEMENT	27
ARTICLE 28 TERMINATION	28
APPENDIX "A" – MEMORANDUM OF UNDERSTANDING	30
APPENDICES – WAGE TABLES	31
APPENDIX "B" Wage Table – May 1, 2012—April 30, 2013	32
APPENDIX "C" Wage Table—May 1, 2013—April 30, 2014	33
APPENDIX "D" – MEMORANDUM OF UNDERSTANDING	34

AGREEMENT

This Agreement made and entered into this 1st day of May, 2012, by and between the BOARD OF TRUSTEES, BLOOMINGTON PUBLIC LIBRARY (herein called the "Library"), CITY OF BLOOMINGTON, ILLINIOS (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: 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. 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. Seasonal employees will not be used in bargaining unit positions except in emergency situations, or temporary absences of a bargaining unit employee.

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, which will set forth the sum of the separate deductions set forth in the previous sentence. 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, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-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.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

(b) Availability of Cards. The Union shall make available Union deduction cards to employees. The Union will be afforded an opportunity to meet with new employees during orientation or during their first week of employment.

Section 2.2. Fair Share Deductions.

(a) Applicability. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City of Bloomington from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-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 fair share fees in writing at least fifteen (15) days prior to its effective date. The

amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

(b) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 2.3. 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 emailed to employees 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.

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 six (6) or more 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
- 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.

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 (i.e. Blue Slip) 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 on the days listed below shall not be accepted more than six (6) months in advance. Requests for vacation on those days 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.

Saturday before Memorial Day
Saturday before Labor Day
Friday and Saturday after Thanksgiving
Day after Christmas

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 of 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, 2012, the rates of pay for all employees covered by this Agreement will be increased by 2% over the rate provided under the previous contract. Said rate of pay incorporating longevity schedules is shown in Appendix "B" attached hereto.

The second (2nd) year of this agreement will have a base rate increase of 2%. Said new rate of pay incorporating longevity schedules is shown in Appendix "C" 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 (5th) year, to the fifteen-year step at the end of her/his tenth (10th) 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.

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) Oral 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, layoff, recalls, and job assignments where employees are substantially equal in ability, seniority shall be the determining factor.

Section 9.4. Termination.

Senior 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. Probation Period.

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.

Section 9.6. 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 9.7. Transfer of 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 or 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:

- (a) when the Library determines to increase the work force and to fill the new position(s);
- (b) 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, 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. 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.

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 Personnel Code.

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.

Subject to the availability of funds, 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.

Employees must receive the Library Director's approval in advance of enrollment. Such approval shall not be unreasonably withheld.

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

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, Alliance Library System’s Continuing Education classes) subject to the availability of funds and arrangements of work schedules. Class schedules shall be made available by the Library. 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 illness 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.

Employees will be notified not less than once per month of the amount of sick leave accumulated.

Section 12.2. 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 under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 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%

All employees hired from 5/1/97 through 4/30/10 who are at least 55 years of age, with twenty (20) or more years of service as a City 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%

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

Section 12.3. 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. 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.

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 with five (5) or more years of continuous service 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.

Section 13.2. Bereavement Leave.

Employees are paid straight time earnings for time lost, up to three 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. The library realizes that individuals may be deeply affected by the loss of someone other than these relatives and will consider each request for bereavement leave on an individual basis. Extenuating circumstances will be considered on an individual basis.

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.

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.

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, personal leave shall accrue until it equals the amount of time provided in this Section.

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 (4th) 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.

ARTICLE 14 INSURANCE

- (a) All benefited employees will move to the Wellness PPO Plan through Blue Cross or the Wellness Health Alliance HMO effective January 1, 2012.
- (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 "Employee + One" and "Family" coverage.
- (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) The Employer and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Health Care plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

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
- 5 Work Shirts with Identification

The type/style of shirts will be decided by the Labor-Management Committee.

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. Disagreement With Content; to Comment.

If an employee disagrees with the information contained in the 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 appropriate Employer representative. 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 Union will be afforded an opportunity to meet with new employees once per quarter for up to sixty (60) minutes to attend such orientation. If an employee is already scheduled to work during the orientation time, they are paid to attend. Those not already scheduled to work during the orientation time may attend on their own time if they wish to attend the meeting.

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 on 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 Outreach Department will have 60 working days in which to successfully obtain a CDL. If the license is not obtained with 60 working days, this will be cause for termination of a newly hired employee. An in-house employee who does not receive their CDL in 60 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 60 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 test.

Any bargaining unit CDL employee who is assigned to the bookmobile and works on the bookmobile shall be paid at the rate of one dollar (1.00) 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 arbitration procedures set forth in the collective bargaining agreement between the parties.

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 full-time CDL employees no later than three weeks after the date their confirmation of hours is submitted by the CDL employee, and to compensate part-time CDL employees no later than two weeks after the date the 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.

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 30th day of April, 2014. 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 20th day of August, 2013.

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

/s/ Kennerly
/s/ Bo... ..
/s/ Rondalea Fish
/s/ Mary C... ..
/s/ W... ..
/s/ _____

BOARD OF TRUSTEES
BLOOMINGTON PUBLIC LIBRARY

/s/ Narendra Jaggi
/s/ Patsy B... ..
/s/ _____
/s/ Joni Carter

CITY OF BLOOMINGTON

/s/ Todd Suenburg
/s/ Georgia Bond
/s/ Wayne Tucker
/s/ _____

APPENDIX "A" – MEMORANDUM OF UNDERSTANDING

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, June 7, 2005, that the Library will be closed the Sunday before Memorial Day and the Sunday before Labor Day each year or until either party chooses to bring the subject to the bargaining table. These days are not paid holidays and schedules will need to be arranged with the Department Managers to ensure staff works their complete workweek during the two weeks affected by the closings.

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, 2012 – April 30, 2013

LIBRARY WORKERS – AFSCME LOCAL 699
SALARY AND WAGE SCALE

HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION	BASE	5 YR 5%	10 YR 7%	15 YR 9%	20 YR 11%	25 YR 13%	30 YR 15%
Library Asst. Custodian	13.40	14.08	14.34	14.61	14.88	15.15	15.41
LTA	13.39	14.07	14.33	14.60	14.86	15.14	15.40
Lib. Assoc. I	15.52	16.30	16.62	16.92	17.23	17.54	17.85
Librarian	16.73	17.56	17.90	18.24	18.56	18.90	19.24
	21.84	22.93	23.37	23.81	24.25	24.67	25.11

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	8.59	9.02	9.19	9.36	9.54	9.70	9.87
Library Asst. Custodian	10.16	10.67	10.87	11.08	11.28	11.48	11.68
LTA	11.23	11.79	12.02	12.24	12.46	12.69	12.91
Lib. Assoc. I	13.19	13.85	14.12	14.37	14.64	14.90	15.17
Librarian	14.01	14.72	14.99	15.28	15.56	15.84	16.12
	18.47	19.40	19.77	20.13	20.50	20.87	21.25

APPENDIX "C" – Wage Table

May 1, 2013 – April 30, 2014

LIBRARY WORKERS – AFSCME LOCAL 699
SALARY AND WAGE SCALE

HOURLY WAGES FOR FULL TIME EMPLOYEES

POSITION	BASE	5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		5%	7%	9%	11%	13%	15%
Library Asst.	13.67	14.36	14.63	14.90	15.18	15.45	15.72
Custodian	13.66	14.35	14.62	14.89	15.16	15.44	15.71
LTA	15.83	16.63	16.95	17.26	17.57	17.89	18.21
Lib. Assoc. I	17.06	17.91	18.26	18.60	18.93	19.28	19.62
Librarian	22.28	23.39	23.84	24.29	24.74	25.16	25.61

HOURLY WAGES FOR PART TIME EMPLOYEES

Shelver	8.76	9.20	9.37	9.55	9.73	9.89	10.07
Library Asst.	10.36	10.88	11.09	11.30	11.51	11.71	11.91
Custodian	11.45	12.03	12.26	12.48	12.71	12.94	13.17
LTA	13.45	14.13	14.40	14.66	14.93	15.20	15.47
Lib. Assoc. I	14.29	15.01	15.29	15.59	15.87	16.16	16.44
Librarian	18.84	19.79	20.17	20.53	20.91	21.29	21.68

APPENDIX "D" – MEMORANDUM OF UNDERSTANDING

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, July 18, 2013, that the Library will provide a one-time \$500.00 bonus for full-time and part-time bargaining unit employees on payroll at the time of final contract ratification, as approved by the Bloomington Public Library Board of Trustees.