

**AGREEMENT  
BETWEEN  
THE NILES-MAINE DISTRICT LIBRARY  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 31,  
LOCAL 234**

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## PREAMBLE

This Agreement is entered into by Niles-Maine District Library, hereinafter referred to as the "Employer", and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 234, hereinafter referred to as the "Union". It is the purpose of the Agreement to provide for the promotion of harmonious relations between the Employer and the Union the establishment of an equitable and peaceful procedure for the resolution of differences; to promote the quality of public services, to achieve full recognition for the value of employees and the vital and necessary work they perform, preventing interruptions of work and interference with the operations of the Library; encouraging and improving efficiency and productivity; maintaining the highest standards of personal integrity and conduct at all times; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 - RECOGNITION**

### **Section 1. Exclusive Bargaining Representative**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours and conditions of employment as determined by law for employees at the Niles-Maine District Library included in the bargaining unit certified by the Illinois State Labor Relations Board in Case No. S-RC-21-055 (hereinafter referred to as "employees," as defined immediately below), in the following full time and regular part time positions: Acquisition Assistant, Adult Outreach Services Librarian, Adult Services Assistant, Assistant DS Department Head, Assistant Supervisor, Digital Services Assistant, Digital Services IT Assistant, Digital Services Librarian, Digital Services Specialist, Graphic Design Coordinator, IT Services Assistant, IT Specialist, Librarian, Librarian School Liaison, Maintenance Assistant, Maker Space Assistant, Materials Services Acquisition Assistant, Materials Services Assistant, Materials Services Clerk, Multi-Media Assistant, Outreach Services Assistant, Patron Services Associate I, Patron Services Associate II, Patron Services Associate III, Patron Services Team Leader, PR Marketing Coordinator, Security Monitor, Teen Youth

Services Librarian, Youth Services Assistant, Youth Services Librarian, but excluding all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act.

**Section 2. Part-Time and Temporary Employees**

Employees working fewer than ten (10) hours/week shall not be considered part-time employees and are not covered by this Agreement. Unless the parties mutually agree otherwise, the Library will employ no more than three (3) employees working under ten (10) hours/week; however employees working under ten (10) hours as of the date of ratification shall not be subject to this Section's limits. The Employer shall not hire additional employees working under ten (10) hours per week until three (3) of the employees on payroll as of the date of ratification have either left the employ of the Library or accepted other positions. The three (3) employee limitation above shall not apply to employees who the Library permits to drop below ten (10) hours as an accommodation to a disability or a current bargaining unit employee's personal obligations. However, such employees may not be eligible for Library benefits during this time. Temporary or substitute employees are not covered by this Agreement.

**ARTICLE 2. UNION AND EMPLOYEE RIGHTS**

**Section 1. Union Activity During Working Hours**

Employees shall be allowed reasonable time off with pay during working hours, not to exceed a cumulative of eight (8) hours per grievance, to investigate and process grievances or attend grievance meetings if such employees are entitled or required to attend such meetings by virtue of being Union stewards, witnesses, or grievants. Such time off with pay during working hours does not include preparing for arbitration. Meetings shall be scheduled in a manner that is not disruptive to or impede Library operations. Such time off, as provided herein, shall not be unreasonably denied.

In addition, employees may be allowed reasonable time off without loss of pay during working hours for meetings called or agreed to by the Employer.



No Union business shall be conducted during the paid work time of any employee covered by this Agreement except as provided in this Agreement. The parties agree that incidental, brief verbal communications such as reminding members about a meeting, etc., are not in violation of this Agreement.

### **Section 2. Time Off for Union Activities**

Union representatives shall be allowed a cumulative total of ten (10) workdays per calendar year of time off without pay for legitimate Union business such as Union meetings, Certified Union Steward Training, statewide or area-wide Union committee meetings or Council or International conventions. Employees may use their accrued paid time off for this purpose. The employee must provide advance notice and receive approval from the employee's supervisor which shall not be arbitrarily or capriciously denied. Such time off shall not be detrimental in any way to the employee's record.

### **Section 3. Access to Premises by AFSCME Staff**

Upon advance written notice to and authorization from the Library Director, AFSCME Staff shall have reasonable access to the non-public areas of the premises of the Employer to conduct Union business, at mutually agreeable times. All visits to public and non-public areas shall not be disruptive to or impede Library operations.

### **Section 4. Union Bulletin Boards and Distribution**

The Employer shall provide designated bulletin boards which shall be for the sole and exclusive use of the Union in the employee break room and the main floor employee hallway. Distribution and posting of Union materials shall be limited to the approved bulletin boards and Department mailboxes and shall not be defamatory or inflammatory in nature.

## **Section 5. Information Provided to Union**

The Employer shall furnish the Union with an electronic seniority roster every thirty (30) days which shall include employee identification numbers, names, addresses, title, department, date of hire, grade, hourly rate or salary, part time or full-time status, work phone and email address, personal cell phone and email address and home phone number, to the extent the Employer has the information. The Union will provide the Employer with access to a secure password protected folder or portal in which to provide this information.

## **Section 6. Union Orientation**

*New Hires* - Each newly hired bargaining unit employee shall, within the employee's first two (2) weeks of employment in the bargaining unit, or at a later date if mutually agreed to by the Union and the Employer, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be no longer than one (1) hour and shall take place during the employee's regular working hours with no loss of pay to the newly hired bargaining unit employee(s) and up to two (2) Union representatives.

*Annual Orientation* - Each bargaining unit employee may annually attend an orientation provided by the Union. Orientations shall be scheduled at a time mutually agreeable to the parties during the programmed hours of the annual staff training day. Employees shall be allowed up to one (1) hour during working hours with no loss of pay to attend such orientation. The employer shall provide a minimum of sixty (60) calendar days' notice to the Union of the date of the annual staff training day. The parties may mutually agree to multiple Union orientation sessions during the programmed hours of the staff training day to allow maximum participation. The Union shall be allowed two (2) local Union representatives on paid time during each orientation session.

**Section 7. Non-Disclosure of Employee Personal Information**

The Employer shall follow all applicable laws with regard to employee personal information.

As soon as practicable after receiving a request for employee information prohibited from disclosure under the Illinois Public Labor Relations Act, excluding a request from the Union, the employer will provide a written copy of the request, or a written summary of any oral request, to the Union. If applicable, the employer will also provide a copy of any response it has made within five (5) business days of sending the response to any request.

**Section 8. Bargaining Unit Work**

The Union recognizes that non-bargaining unit employees have traditionally performed bargaining unit work on an as needed basis. It is understood that such employees may continue to perform such work. Assignments of bargaining unit work to employees outside the unit shall not result in the layoff of bargaining unit employees.

**Section 9. Compliance with PA 101-620**

Nothing in the collective bargaining agreement shall be interpreted as waiving any rights or responsibilities required by Illinois Public Act 101-0620.

**ARTICLE 3. CHECKOFF/ DUES DEDUCTION**

**Section 1. Dues Deduction**

Upon receiving written notice of authorization from the Union, the Employer shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions and/or as otherwise provided by law.

The aggregate deduction of all employees, and a list of the names, addresses, and last four (4) digits of social security numbers of all employees in the bargaining unit who

have authorized such deductions and their individual deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in electronic form. The Employer will upload the report into a password protected folder. The Union shall advise the Employer of any increase in deductions in writing at least thirty (30) days prior to its effective date.

### **Section 2. Availability of Cards**

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

### **Section 3. Indemnification**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, judgment or liability brought or issued against the Employer as a result of any action taken or not taken by the Employer as they relate specifically to this Article.

## **ARTICLE 4. NON-DISCRIMINATION**

### **Section 1. Prohibition Against Discrimination**

There shall be no discrimination against any employee on the basis of race, gender, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability, political affiliation and/or beliefs, or other protected class. A grievance regarding this section may be filed at Step One, or directly filed at Step Two, as mutually agreed, but will not advance beyond Step Two.

### **Section 2. Union Membership and Activity**

No employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership in, or activities on behalf of the Union or because an individual chooses to refrain from Union activities.

### **Section 3. Anti-Bullying**

The Employer and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the Library. The Employer and Union will endeavor to maintain a respectful working environment for employees in accordance with the Library's Anti-Harassment-Non-Discrimination policy and its Equal Employment Opportunity Statement, and free from harassment, intimidation, and workplace violence.

## **ARTICLE 5. HOURS OF WORK AND OVERTIME**

### **Section 1. General Provisions**

- (a) **Application of Article.** This Article is intended to define the regular hours of work and provide the basis for the calculation of, and payment of, overtime to non-exempt employees, and shall not be construed as a guarantee of hours or days of work.
- (b) The work week - The regular workweek for full-time employees shall consist of thirty-seven and one-half (37.5) hours. When possible, the work week shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.
- (c) The Library shall endeavor to schedule full-time staff no more than one (1) Saturday and one (1) Sunday per month and no more than one (1) evening per week. This shall not apply to employees hired to work weekends and/or evenings, employees requesting to work weekends and/or evenings and to months in which there is a fifth weekend.
- (d) The normal work week for part-time staff shall consist of between ten (10) and less than thirty-seven and one-half (37.5) hours a week.
- (e) The work week commences at 12:00 a.m. Sunday and ends midnight the following Saturday.

- (f) Overtime Pay - Employees shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours in a work week.
- (g) All time spent travelling for work-related purposes will be paid according to the Fair Labor Standards Act.

## **Section 2. Breaks/Meal Periods**

### (a) Rest Periods

There shall normally be two (2) rest periods of fifteen (15) minutes each during each regular full-time shift; one during the first half of the shift and one during the second half of the shift. Part-time employees scheduled to work between four (4) and six (6) hours shall receive one (1) fifteen (15) minute break period. Part-time employees scheduled to work six (6) to seven and one half (7.5) hours may choose between a fifteen (15) minute rest period or unpaid thirty (30) minute meal period.

If an employee is unable to take their first break due to a request from a supervisor, they shall be allowed to add it to the end of their lunch period with supervisor approval which shall not be unreasonably denied.

### (b) Meal Periods

For employees working seven and one half (7.5) or more hours, work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted, unpaid meal period of not less than thirty (30) minutes. Employees shall have the right to leave the work site during such periods.

## **Section 3. Scheduling Practices**

Best efforts shall be made to provide work schedules for the following month no later than the 15<sup>th</sup> of the preceding month. Any changes from the final, posted schedule shall be mutually agreed to by the Employer and impacted employee(s).

#### **Section 4. Work Schedule Selection**

Where a shift becomes open, an employee in the same job title may exercise seniority to move to the open shift, as long as the employee is able to perform all job duties in the new shift position.

#### **Section 5. Alternative Schedules**

Full-time employees may request an alternative schedule, which shall be subject to approval of the Library Director or designee. If there is more than one (1) request in the same job title and department, received on the same day, such requests, if granted, shall be granted on the basis of seniority. In order to assure an appropriate level of service and/or maintain adequate coverage, employees may be required to change or cancel their alternative schedule. When changes are warranted, the Employer shall provide two (2) weeks' notice or as much notice as practicable.

#### **Section 6. Authorized Closings**

If the Employer closes the Library due to inclement weather, bargaining unit employees who are scheduled to work that day will be paid. The Employer shall notify scheduled bargaining unit employees as far in advance as possible.

#### **Section 7. Overtime Procedure**

Overtime shall be distributed as equitably as possible among the employees who normally perform the work in the Department and position title in which the overtime is needed. If an employee establishes they did not get an overtime opportunity that they should have received, the sole remedy shall be for the employee to be given the next reasonably similar opportunity. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

### **Section 1. Grievance**

- a) A grievance is defined as any difference of opinion or dispute over the application, meaning or interpretation of the express provisions of this Agreement raised by an employee or the Union.
- b) An employee is entitled to Union representation at each and every step of the Grievance Procedure and the Union has the right to be present.

### **Section 2. Grievance Steps**

#### **Step 1. Immediate Supervisor**

The Union and/or an employee who has a grievance shall submit the grievance in writing to the employee's supervisor who is outside the bargaining unit.

- a) All grievances must be presented not later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance or ten (10) calendar days after the employee or Union could have obtained knowledge, through the use of reasonable diligence, of the occurrence of the event giving rise to the grievance. The grievance shall contain a statement of relevant facts, the provision(s) of the Agreement which are alleged to have been violated, and the relief requested.
- b) The immediate supervisor shall render a written response to the grievance within ten (10) calendar days after the grievance is presented.
- c) Nothing in this Agreement prevents an employee from presenting a first step grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that any settlement made shall not be inconsistent with the terms of any agreement in effect between the Employer and the Union.
- d) The form shall be signed and dated by the grievant and, if applicable, the Union representative. Improper form, date or section citation shall not be grounds for the denial of the grievance.



## **Step 2. Executive Director**

If the grievance is not resolved at Step 1, it shall be presented by the Employee and/or the Union to the Executive Director or designee, in writing within ten (10) calendar days after receipt of the Step 1 response or within ten (10) calendar days of the time when such answer would have been due. The Employee/Union shall endeavor to include any additional relevant information the Employee/Union has discovered that is relevant to the grievance.

The Executive Director, or designee, shall make such investigation of the facts and circumstances as the Executive Director, or designee, deems necessary, and shall meet with the grievant and a Union representative. The Executive Director, or designee, shall reply in writing to the grievance within ten (10) calendar days after the date of the meeting, or, if mutually agreed, there is no meeting, within fourteen (14) calendar days after the written grievance was received by the Executive Director, or designee.

## **Step 3. Arbitration**

If the matter is not resolved in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within twenty-five (25) calendar days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Arbitration.

If the grievance(s) is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who have billing addresses in Illinois, Indiana or Wisconsin. Both the Library and the Union shall have the right to alternately strike names from the panel with the party requesting arbitration striking the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Union, requesting that they set a time and place for the hearing, subject to the availability

of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

### **Arbitration Procedures**

The parties shall follow the Voluntary Rules of the American Arbitration Association except where these rules conflict with the express terms of this Agreement, in which case this Agreement shall prevail.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request that the arbitrator require the presence of witnesses and/or documents.

### **Authority of the Arbitrator**

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and advise only concerning the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to advise concerning only the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to render advice on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Employer, the Union, the grievant and the employees covered by this Agreement.

### **Expenses of Arbitration**

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association. Each party shall bear the expense of its own witnesses.

The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties,

whichever is later. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If both parties or the arbitrator desires a written transcript, all costs shall be split between the parties.

### **Section 3. Pertinent Witnesses and Information**

Both parties will comply with their legal obligations relative to producing relevant witnesses and information necessary for the administration of this Agreement.

### **Section 4. Time Limits**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the occurrence of the event giving rise to the grievance or ten (10) calendar days after the employee or Union through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any written mutually agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon, the parties may waive one or more steps in the grievance procedure.

- a) Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved and such agreement must be in writing.

### **Section 5. Advanced Grievance Step Filing**

Upon mutual agreement of the parties, issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may be filed at an advance step. Mutual agreement shall take place between the appropriate Union representative and the Executive Director.

### **Section 6. Time Off, Meeting Space and Telephone Use**

- a) Time Off: The grievant(s) witness(es) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances as detailed in Article 2, Section 1.
- b) Meeting Space, Computer and Telephone Use: Upon request and approval, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and shall be permitted the reasonable use of computer and telephone facilities for the purpose of investigating or processing grievances. Such approval shall not be unreasonably denied.

## **ARTICLE 7. DISCIPLINE**

### **Section 1. Definition**

Disciplinary action may be imposed upon non-training period employees only for just cause.

- a) The Employer agrees with the tenets of progressive and corrective discipline and, where appropriate, will follow a policy of progressive discipline for occurrences of disciplinary infractions.
- b) Disciplinary action or measures may include:
  - 1) Oral reprimand(s);
  - 2) Written reprimand(s);
  - 3) Suspension(s) (with or without pay); and
  - 4) Discharge.

The Employer will make every attempt to promptly investigate and impose discipline. The employer will endeavor to impose discipline within thirty (30) days of the pre-disciplinary meeting.

Training period employees may be disciplined without cause and without recourse to the grievance procedure.

### **Section 2. Manner of Discipline**

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

### **Section 3. Pre-Disciplinary Meeting**

Prior to actual imposition of suspension with or without pay or discharge, the employer shall notify the employee and the Union. The Union and the employee shall be informed of the contemplated measure of discipline and the reasons for the disciplinary action. The employee and union representative, if applicable, shall be afforded an opportunity to discuss their views concerning the conduct causing such disciplinary action and provide rebuttal. A reasonable extension of time of no more than five (5) calendar days for rebuttal purposes will be allowed when warranted and if requested. Nothing shall prevent the Employer from placing an employee on a paid leave of absence while it investigates a matter that may lead to discipline.

### **Section 4. Oral Reprimands**

In cases of oral reprimands (as defined in Section 1, above), the supervisor will inform the employee that they are receiving an oral reprimand and the reasons for discipline.

### **Section 5. Written Reprimands**

In cases of written reprimands, the supervisor will inform the employee that they are receiving a written reprimand. The employee shall also be given reasons for such disciplinary action, including the names of witnesses (if any), and copies of pertinent documents.

### **Section 6. Disciplinary Document Usage**

In the interest of promoting redemptive behavior, oral reprimands will be considered inactive for purposes of progressive discipline eighteen (18) months after it is issued provided the employee has not obtained additional disciplinary action in that period for the same or similar type of offense. A written reprimand will be considered inactive for purposes of progressive discipline twenty-four (24) months after it is issued provided the employee has not obtained additional disciplinary action in that period for the same or similar type of offense.

### **Section 7. Employee Notification**

A copy of any disciplinary action or employee performance documentation which is placed in the personnel file shall be served upon the employee.

### **Section 8. Notification and Measure of Disciplinary Action**

In the event disciplinary action other than the issuance of an oral reprimand is taken against an employee, the Employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons therefor, which may be in the form of a written disciplinary notice. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same incident.

## ARTICLE 8. EVALUATIONS

### **Section 1. Evaluation Process**

Each employee shall be evaluated annually on the employee's anniversary and that evaluation shall be shared with the employee as close to the employee's anniversary as possible but within two (2) months of the anniversary. The written evaluation shall be fair and accurate, and as objective as possible.

Evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who has first-hand knowledge of the employee's work. If they have first-hand knowledge of the employee's work, Assistant Supervisors and Team Leads may be solicited and shall provide input on an employee's performance. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature may not constitute agreement with the evaluation. An evaluation shall not be subsequently altered without notice and review by the employee. An employee shall be entitled to submit written comments regarding their evaluation and such written comments shall be attached to the evaluation in the employee's personnel file.

Evaluations and the evaluation process are not subject to the grievance procedure, except that a grievance may be filed if the Employer does not evaluate an employee within the stated time frame. This provision shall not be applicable until July 1, 2024.

### **Section 2. Response to Evaluation**

If the evaluator rates the employee "needs improvement" or the employee is unable to correct the factual errors in the evaluation with their supervisor, then the employee may request a meeting with their Union representative, if the employee requests, and a Human Resources representative and/or their supervisor.

## **ARTICLE 9. TRAINING PERIOD, ORIENTATION, AND WORKLOAD**

### **Section 1. Training Period**

An employee is a training period employee for their first ninety (90) calendar days of employment. Training period employees shall be assessed prior to completion of the training period.

### **Section 2. Promotional Training Period**

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 placed on a training period in such position for a period of sixty (60) calendar days. Any work time loss in excess of five (5) days for any reason during the training period will extend the training period by the amount of time lost. During the training period, if the employee fails to demonstrate their ability to perform the work involved, the employee may be transferred back to the position or position title they vacated. For a seven (7) calendar day period, the employee may voluntarily return to the position or position title which they vacated. Nothing herein shall limit the Employer's right to dismiss any such employee, at any time, in accordance with the terms of this Agreement.

### **Section 3. Seniority**

A training period employee shall have no seniority until they have completed their training period. Upon completion of the training period, the employee will acquire seniority from their date of hire.

### **Section 4. New Employee Orientation and New Position Orientation**

New employees shall receive orientation for their new hire position, transfer or promoted position at the start of their work in that position. This orientation shall include appropriate training and interactive conversations with the supervisor and colleagues to learn the best practices to meet the goals and responsibilities of the position. Appropriate training may include hands-on and written support.



## **Section 5. Workload**

When bargaining unit employees are given a demonstrably increased workload within the job description on a temporary basis, the employee shall be given as much time as practicable in order to prepare for the increased workload, have discussions with their supervisor about the altered work priorities in order to accommodate the increased workload and determine how the work will be accomplished.

When an employee is given a demonstrably increased workload on a permanent basis, a meeting with the employee, their Union Representative and their supervisor shall take place to determine how the work will be accomplished, what current duties if any shall no longer be a priority, etc. When a meeting is held on a permanent change in workload, the parties may request to schedule follow up meetings.

## **Section 6. Temporary Assignment**

The Employer may temporarily assign an employee to perform the duties of another bargaining unit position title. An employee temporarily assigned to a position with a lower rate of pay shall receive their regular rate of pay. In those cases where the employee is temporarily assigned to perform the essential functions of a higher paying bargaining unit title for seven (7) calendar days or longer they shall be paid at the minimum rate of the higher title or five percent (5%) over the employee's current rate of pay, whichever is greater, retroactive to the 1st day of the assignment.

## **Section 7. Eligibility**

Temporary assignment pay shall only be paid when an employee performs the duties of a higher paying bargaining unit position title for seven (7) calendar or more days. Temporary assignments are not intended to be used as a long-term staffing solution. The Employer will use every effort to minimize the use of temporary staffing arrangements.

## ARTICLE 10. SENIORITY

### **Section 1. Definition**

- a) "Seniority" is defined as an employee's length of continuous service with the Employer beginning with the latest date of hire. "Title Seniority" shall be defined as an employee's length of continuous service with the Employer in the current position.
- b) Employees shall retain and accrue seniority while on paid leave and shall retain but not accrue seniority while on unpaid leaves of greater than thirty (30) days.
- c) Seniority for part-time employees shall be prorated based upon the percentage of full time which each part-time employee works.
- d) In the event that employees have the same seniority date, for purposes of breaking a tie in seniority, a lottery will be held to determine the person with the most seniority, with the lowest number from the lottery having the greater seniority.

### **Section 2. Loss of Seniority**

An employee shall lose their seniority and no longer be an employee if the employee:

1. Resigns or retires;
2. Is discharged for just cause;
3. Does not return to work from layoff within five (5) calendar days after being notified of the established date to return to work, except when the failure to return to work is due to reasonable circumstances beyond the control of the employee as defined below;
4. Is laid off for a period in excess of two (2) years or their length of employment, whichever is shorter;
5. Is absent from work for three (3) consecutive days without notifying the Employer, except when the failure to notify and work is due to reasonable circumstances beyond the control of the employee, as defined below.
6. Fails to return to work at the end of an approved leave of absence, except for good cause shown, as determined by the Employer. Reasonable circumstances beyond

the control of the employee may include an urgent health condition or another emergent urgent health condition situation of the employee or family member and documented by a health care professional. In such case the employee shall be responsive to the Employer as soon as reasonably possible.

### **Section 3. Reinstatement**

If an employee resigns or quits, and subsequently is rehired by the Employer within six (6) months of the termination of their previous employment, their original seniority date will be restored, minus the period not employed.

## **ARTICLE 11. WAGES**

### **Section 1. Wage Schedule**

The negotiated pay rates for positions covered by this Agreement are set forth in Appendix 1.

### **Section 2. General Increases**

Upon ratification of this Agreement the pay grades for all bargaining unit titles and steps are set forth in Appendix 1.

Each current employee will be placed in the appropriate lane and a step reflecting an hourly rate at least five percent (5%) (or at least three percent (3%) for employees with less than one (1) year of service) above the employee's current hourly rate of pay. Employees identified in Appendix 2 will receive a six percent (6%) increase upon ratification of this Agreement.

If an employee's current hourly rate of pay exceeds Step 12, the employee will be eligible for the annual negotiated increase, discussed below.

The pay rates for all employees shall be increased as follows:

Effective January 1, 2024 - 2.5%, as set forth in Appendix 1.

Effective January 1, 2025 - 2.0%, as set forth in Appendix 1.

Effective January 1, 2026 - 2.0%, as set forth in Appendix 1.

### **Section 3. Pay Periods**

The salaries and wages of employees shall be paid in accordance with the current practice.

### **Section 4. Step Increases**

During calendar year 2024, an employee will be moved to the subsequent step in the grade on their anniversary date of hire with the Library, and such movement shall be referred to as a “step increase.” Thereafter for the life of the Agreement, an employee will receive their step increase upon completion of one (1) year in a step. An employee who receives a “Needs Improvement” or “Unacceptable” rating will be placed on a performance improvement plan and will not receive the step increase until they successfully complete the plan (i.e. the employee will be frozen in their current step).

### **Section 5. New or Changed Job**

If a new job title is created by the Employer to perform bargaining unit work, the Employer shall set the proper pay rate for the title. The Employer shall determine the salary in relationship to relevant factors that may include internal and external comparisons among comparable public libraries and internal position comparisons. The Employer shall provide notice to the Union and the Union may provide any data it believes relevant for the Employer’s consideration and upon request by the Union to the Executive Director, meet to discuss the position. A revised job description, change of department, or a change of a work assignment will not be considered a new job title as long as the primary functions of the existing job title remain the same or similar.

Should the rate of pay change, it shall be retroactive to the start of the position. An employee hired into such position shall be eligible for any remaining wage increases provided for under the remaining term of this Agreement.

**Section 6. Promotions**

When an employee is promoted to another position in the bargaining unit, they shall be paid at the lowest step rate in the new position title which represents at least a five percent (5%) increase from their former title. A promotion is defined as moving from the current grade to a lower numbered grade.

**Section 7. Sunday Pay Differential**

Full-time employees shall be credited with seven and one-half (7.5) hours when working a full shift on a scheduled Sunday. The Sunday pay differential shall not apply to full-time employees flexing their schedules to voluntarily work on Sunday. Such credited time shall not be used for calculating overtime.

**Section 8. Person in Charge Pay (PIC)**

All hours worked as the PIC shall be compensated an additional \$5 an hour.

**Section 9. Longevity**

In recognition of length of service, the Employer will award full-time and part-time employees a one-time bonus, payable on the employee’s anniversary year, as follows:

Years of Continuous NMDL Service	Longevity Award
10 year anniversary	\$200
15 year anniversary	\$300
20 year anniversary	\$400
25 year anniversary	\$500

**Section 10. Hiring Above the Minimum Rate**

New employees generally shall be placed at Step 1 on the wage scale. New employees with other previous related work experience may be placed above Step 1 at the discretion of the Employer so long as they are not placed above current employees

with commensurate experience to the new employee unless the parties mutually agree otherwise.

**Section 11. Bilingual Pay**

The Employer will provide a stipend to qualified employees who are designated by the Employer to provide bilingual language services while on duty. The bilingual language services stipend is \$30.00 per pay period for designated full-time employees and a pro-rated amount per pay period for designated part-time employees.

**Section 12. No Pyramiding**

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

**ARTICLE 12. INSURANCE BENEFITS**

**Section 1. Group Health Insurance Costs**

The Employer agrees to pay 85% of the cost for single health insurance coverage and 70% of the cost of the incremental premium over single coverage for employee-plus health insurance plans. Employees shall pay the remaining costs of the plans they select. For employees who opt out of the Employer's health insurance coverage, they shall receive \$40.00 gross per pay period.

**Section 2. Group Dental Insurance Costs**

Beginning on January 1, 2024, the Dental Reimbursement Plan will be as follows:

From \$50-\$100 reimbursement at 50%

From \$101-\$150 reimbursement at 60%

From \$151-\$200 reimbursement at 70%

From \$201-\$250 reimbursement at 80%

From \$251-\$1500 reimbursement at 100%

### **Section 3. Group Insurance Benefits**

The Employer agrees to provide hospitalization and medical coverage for the employees and their dependents. An outline of the benefits and coverage per plan shall be available to each member and shall be provided as a part of the Employer's new employee orientation. If multiple plans (such as HMO, PPO and HDHP options) are available, employees may change plans once a year. Employees wishing to change plans must submit in writing the desire to change plans prior to any established deadline. The Employer will not be held responsible for changes made to the policy by the insurance company.

The Employer reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, different plan designs or providers, and preferred provider provisions.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier or plan administrator from any liability it may have to the Employer, any employee or beneficiary of any employee.

Before implementing any changes in plans to be offered to employees, the Employer shall convene a labor management committee meeting. Additional subject matter experts may participate at the committee's request. The committee will review plan options and cost considerations and make recommendations to the Director and Board of Trustees. At the time the Library Board considers the committee's

recommendation, the committee shall have the opportunity to address the Board. If the Employer deems it necessary to modify the existing health insurance plan and/or add or drop plans, it shall notify the Union in writing at least 90 days in advance of the anticipated change.

#### **Section 4. Term of Policies/Plans to Govern**

The extent of coverage under the group benefit policies referred to in this Article shall be governed by the terms and conditions set forth in said policies and plan documents. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan document and shall not be subject to the grievance procedure set forth in this Agreement. To the extent possible, the Employer will assist employees in the event of an insurance question or concern.

#### **Section 5. Qualification for Benefits**

Employees who regularly work at least thirty (30) hours per week, or as required by the group insurance provider, are eligible for group health insurance benefits. Employees who regularly work at least thirty-seven and one-half (37.5) hours per week (or less if required by the provider) are eligible for dental and vision insurance benefits.

#### **Section 6. Benefits Administration**

Where the Employer uses multiple carriers to provide insurance benefits, such as more than one health plan, employees will be afforded a reasonable annual benefit choice period during which employees shall have the opportunity to switch plans and add or drop coverage for eligible dependents prior to the new benefit plan year.

#### **Section 7. Benefit Coverage While on Unpaid Status**

An employee who is in unpaid status (e.g., on an approved unpaid leave of absence or who is on layoff with recall rights) shall have the right to maintain insurance



coverage by paying in advance the full applicable monthly premium for the coverage selected, as permitted by the policy or law.

### **Section 8. Retiree Health Insurance**

Full-time employees retiring or on disability retirement shall be allowed to purchase the medical program available to current employees at the group rate in effect at that time by paying in advance the full applicable monthly premium for employee coverage and, if desired and if permitted by the plan, for dependent coverage until eligible for Medicare (or until the date the employee would be eligible for Medicare if covered by the Medicare program). A participating retiree who leaves the retiree insurance plan will not be permitted to re-enter the plan. This Section is subject to the provisions of 215 ILCS 5/367j.

## **ARTICLE 13. HOLIDAYS**

### **Section 1. Observed Holidays**

- a) Full-time employees shall have time off at the employees' regular rate of pay on the following holidays. Part-time employees who are regularly scheduled to work any of the following holidays shall have time off at their regular rate of pay at the equivalent number of hours the employee would have worked for that holiday.

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

The Library will post annually a schedule of holidays.

An employee who would normally be scheduled to work the Sunday before a Monday holiday where the Library is closed shall be allowed to work those hours elsewhere during the payroll week, without incurring overtime.

In the event the Library is open on Easter Sunday, eligible employees will receive a floating holiday.

The Library will normally close on the Wednesday before Thanksgiving at 5pm.

- b) The Library will be open, but full-time staff will receive a floating holiday for each of the following holidays to be used within two weeks of the holiday, or longer if pre-approved by the Director. For holidays where the Library is open and where the holiday falls on a part-time employee's regular workday, if the employee works on the holiday, the employee will be paid double time. If the employee does not work on the holiday (and it is the employee's regular workday), the employee will receive straight time at the equivalent numbers of hours the employee would have worked for the holiday.

Lincoln's Birthday

Juneteenth

Indigenous Peoples' Day

Veterans Day

- c) In the event a holiday is declared by the President of the United States or by the Governor of Illinois, within thirty (30) days of such declaration, the Board will consider the declared holiday.

## **Section 2. Equivalent Time Off for Full-Time Employees for Holidays When the Library is Closed**

When a holiday falls on a full-time employee's scheduled day off, equivalent time off shall be granted within a two-week period before or after the holiday, with pre-approval of the Department Head. In no event shall a full-time employee be compensated twice for the same holiday.

**Section 3. Eligibility Requirements**

In order to be eligible for holiday pay, employees must work their last scheduled workday before and their first scheduled workday after the holiday unless the employee can provide satisfactory medical documentation that they were unable to work (e.g., proof of illness).

**ARTICLE 14. VACATION**

**Section 1. Accrual**

Full-time employees shall earn vacation time in accordance with the following schedule:

	<b>Monthly Accrual Rate:</b>	<b>Accrued Per Year:</b>
<b>Full-Time Employees</b>		
Less than 4 years consecutive service	1.25 days	3 weeks
4 or more years consecutive service	1.67 days	4 weeks

Part-time employees will accrue a prorated amount of vacation on a monthly basis based on the employee’s average number of hours worked per week during the year prior. During the part-time employee’s first year, the employee will earn a prorated amount of vacation based on their anticipated average weekly hours divided by 5, e.g., a part-time employee working 15 hours per week would be awarded 3 hours per day of vacation.

Part-time vacation accrual for employees regularly working less than thirty (30) hours per week is according to the following schedule:

	<b>Accrued Per Year:</b>
Less than 4 years consecutive service	1 week
4 years consecutive service	1 week and 1 day
5 years consecutive service	1 week and 2 days
6 years consecutive service	1 week and 3 days
7 years consecutive service	1 week and 4 days
8 years consecutive service	2 weeks

Part-time vacation accrual for employees regularly working between thirty (30) hours and thirty-seven and one half (37.5) hours per week is according to the following schedule:

	<b>Accrued Per Year:</b>
Less than 4 years consecutive service	1 week
More than 4 years through 7 years consecutive service	1 week and 3 days
More than 7 years through 10 years consecutive service	2 weeks
More than 10 years through 15 years consecutive service	2 weeks and 3 days
More than 15 years consecutive service	3 weeks

**Section 2. Use**

Vacation time may be taken in increments of one quarter (.25) hour. Employees will be required to use accrued vacation time concurrently with eligible FMLA leaves if they have no sick or personal time available.

**Section 3. Vacation Scheduling and Annual Request Process**

By December 1<sup>st</sup> of each calendar year, employees may submit in writing to the Employer their preference for vacation for the following calendar year.

In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the Employer. Where the Employer is unable to grant and schedule vacation preferences for all employees but is able to grant some employees such vacation preferences, employees shall be granted such preferred vacation period on the basis of seniority, with the exception of November and December requests, which shall be rotated from year to year (if necessary). Department Heads shall track historical November and December vacations to ensure equitable rotation. An employee who has been granted their first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by workdays.

Employees who file their preference by December 1<sup>st</sup> shall be notified of the vacation schedules by December 15<sup>th</sup> of that calendar year.

Vacation requests submitted after December 1<sup>st</sup> shall be approved on a first come, first served basis. Employees shall be notified of the vacation schedules no later than one week after the application.

Once vacation requests are granted, they shall not be denied, unless mutually agreed or the employee has exhausted all available accrued vacation time.

#### **Section 4. Vacation Scheduling After the Annual Process**

Vacations not submitted under the annual vacation request process must be requested with the employee's Department Head and in Paycom. Department Heads may take into consideration the operating requirements of the department and current staffing levels in granting and denying such requests.

#### **Section 5. Rollover of Vacation Time**

Vacation time shall only accumulate from year to year up to a maximum of one year of the employee's annual vacation accrual. In the event an employee was unable to use accrued vacation due to operational needs, annually on December 31<sup>st</sup>, twenty-five percent (25%) of such qualifying accrued vacation days (after the maximum carry-over) will be paid-out at the employee's regular rate of pay. Any payout shall be no later than January 31<sup>st</sup> of the following calendar year.

#### **Section 6. Holiday During Vacation**

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

## ARTICLE 15. SICK LEAVE

### **Section 1. Accumulation and Usage**

Full-time employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Part-time employees shall be credited with sick leave pro-rated on an average of their scheduled hours worked per month. Sick leave does not accrue when an employee is on an unpaid leave of absence.

Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist, or other professional medical practitioner, and in the event of illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner of a member of an employee's family or household, as defined in Section 2, below.

Such days may be used in increments of no less than one (1) hour at a time. Sick leave may be used to extend a bereavement leave.

### **Section 2. Definition**

For purposes of definition, an employee's "family member" or "household" includes the employee's spouse, domestic partner, parent, sibling, child, grandparent, grandchild, step-parent, stepchild, foster child, parent-in-laws, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially or emotionally dependent on the employee and where the presence of the employee is needed.

### **Section 3. Sick Leave Reporting and Communication**

An employee using sick leave for an illness or injury must notify their supervisor of the need to take such leave no later than before the start of their shift. In the case of an employee using sick leave for a planned event, the employee must provide at least three (3) workdays' notice of the need to take leave, although Department Head's may make exceptions. During a period of unplanned sick leave usage, an employee is expected to notify their supervisor each day of use of sick leave to provide an updated status or

provide an expected total duration of the leave (e.g., five (5) days to recover from COVID). Sick leave benefits are contingent upon maintenance of regular contact.

#### **Section 4. Sick Leave Usage**

Reasonable proof of illness and recovery may be required by the Employer before an employee may return to work from a leave or receive sick leave benefits for absences of more than three (3) consecutive workdays or where the Department Head has a good faith suspicion of sick leave abuse. Employees will be required to use accrued sick time concurrently with eligible FMLA leaves.

#### **Section 5. Sick Leave Bank**

The Employer shall maintain the sick leave bank in effect as of the date of ratification for the life of the Agreement. Employees shall be notified annually on the procedure to donate time to the bank. If there is a request to use time from the bank, the Employer shall notify the Local Union President and, upon request, meet and confer about the request.

#### **Section 6. Maximum Accumulation**

Employees may accumulate two hundred and forty (240) days of sick leave.

### **ARTICLE 16. LEAVES OF ABSENCE**

#### **Section 1. Family and Medical Leave**

Employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act. Paid time off shall run concurrently with FMLA as permitted under the law.

#### **Section 2. Parental Leave**

A full-time employee who provides proof of their pregnancy or that of their birthing partner at least 30 calendar days prior to the expected due date will be eligible

for 20 workdays of paid parental leave for each pregnancy resulting in birth or multiple births. Should both parents be employees of the Library, such leaves shall not run concurrently. The Library may require proof of the birth and parental status. Leaves under this Section shall also be granted in cases of a full-term stillborn child.

All full-time employees are eligible for twenty (20) workdays of paid leave with a new adoption of a child, with the leave to commence no earlier than when physical custody of the child has been granted to the employee, provided that the employee can provide proof at least thirty (30) calendar days prior to the formal adoption that reflects the formal adoption process is underway, as well as final proof that such adoption was finalized. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt, as long as the foster child has not resided in the home for more than one (1) year.

Such leave must be taken consecutively once it is started until the leave is completed, and all such leave must be taken within one (1) year of the child's birth or adoption. Regardless of the number of pregnancies or adoptions in a year, no employee shall receive more than twenty (20) workdays of paid leave under this section per rolling year.

Parental leave is for the purpose of bonding with the new member of the household. Employees are not eligible for leave under this section in the event the adoption is for a stepchild or relative with whom the employee has previously established residency for a period of one (1) year or more.

Such leave will run concurrently with FMLA Leave.

### **Section 3. General Leave**

The Employer shall grant leaves of absence for a period not to exceed six (6) months. Such leaves may be extended for an additional three (3) months for good cause subject to the Library Director's approval on a non-precedential basis. Request for such leave shall be made in writing by the employee reasonably in advance of the requested



date of the leave, unless precluded by emergency conditions. The request should state the purpose and expected duration of the leave. Such leaves shall be unpaid and benefits shall not accrue. Employees taking an unpaid leave of absence may continue their insurance by paying the entire premium.

#### **Section 4. Personal Days**

Full-time employees will be credited with four (4) personal days each calendar year. Part-time employees will receive a prorated amount of personal hours based on the average number of hours they work per week. In an employee's first year of employment, personal days shall be provided as follows:

If hired between January 1 and March 30 – three (3) personal days

If hired between April 1 and June 30 - two (2) personal days

If hired between July 1 and September 30 - one (1) personal day

If hired October 1 or later the employee will not be eligible for any personal days until January 1 of the following calendar year.

A request to use a personal day shall be requested of the employee's Department Head with no less than two working days' notice and shall not unreasonably interfere with the performance of the employee's work or the operation of the Library. Additionally, personal days must be used before December 15, or they will be forfeited.

Personal days do not accrue when an employee is on an unpaid leave of absence.

Personal days shall not be unreasonably denied.

#### **Section 5. Bereavement**

Employees shall be allowed to take four (4) days of leave with pay in the event of a death of the employee's child, foster child, spouse, domestic partner, sibling, parent, grandchild, grandparent, or step and in-law relations of the same degree for covered relations. Employees may take vacation, sick, personal, or unpaid leave if more time for bereavement purposes is necessary, for up to ten (10) days of total leave. Employees shall be allowed up to one (1) day with pay in the event of the death of the employee's uncle,

aunt, niece, nephew or cousin. An employee may not utilize the one (1) paid day more than once in a calendar year.

Requests for bereavement leave should be made to the employee's Department Head. Employees may be requested to provide documentation related to the funeral, burial, memorial service or family gathering to the Department Head in order to collect bereavement pay.

Employees shall be allowed up to two (2) hours without pay for the services for a current or former coworker. A limited number of employees may be permitted to attend, based on the operational needs of the Library, as determined by the Department Head.

### **Section 6. Child Bereavement Leave**

In addition to paid bereavement, an employee may take an unpaid leave of absence of up to thirty (30) days for child bereavement leave after the death of a child, stepchild, foster child, or other as defined by the Child Bereavement Leave Act, to plan for necessary arrangements, attend arrangements, and grieve. All child bereavement leave days must be taken within sixty (60) days of the child's passing and employees should provide at least forty-eight (48) hours' notice in advance of the leave if possible. If an employee has more than one (1) child pass away during a twelve (12) month period, they may take up to six (6) weeks of child bereavement leave. The availability of child bereavement leave does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or that is in addition to the unpaid leave time permitted by, the Family and Medical Leave Act (FMLA).

### **Section 7. VESSA Leave**

The Employer will comply with the Victims Economic Security and Safety Act of 2003 (VESSA).

## **Section 8. Military Leave**

Military leave shall be granted to employees in accordance with applicable federal and state law.

## **Section 9. Jury Duty/Attendance in Court**

An employee called for jury duty or subpoenaed as a witness by a court or administrative body with such authority shall be excused from work without loss of pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. If jury service lasts more than five (5) hours (including travel), the employee will not be required to return to work. Part-time employees shall work with their Department Heads to arrange their schedules to accommodate jury/witness service and may make up lost hours as shifts are available. Employees shall submit documentation evidencing that the employee appeared and served as a juror. The employee shall be permitted to keep any payment received for jury duty service. The employee shall provide notice to their Department Head or designee reasonably soon after a summons is received. There shall be no paid time off under this Section for employees appearing voluntarily or by subpoena to participate in any court, administrative or other legal or arbitration proceedings against the Employer initiated by the employee or the Union.

## **Section 10. Leave for Union Office**

The Employer shall grant requests for unpaid leaves of absence made by up to one Union officer per year for the purpose of allowing the employee to serve as a Union representative or officer. Such leave shall be continuous and shall not exceed six (6) months. Requests for such leaves shall be made at least forty-five (45) calendar days in advance of the start of the leave. Such leaves may be extended with the Library Director's approval, on a non-precedential basis.

## **Section 11. Non-Employment Elsewhere**

Unless approved in writing by the Director, any employee who engages in employment elsewhere while on any leave of absence that would conflict with the employee's reason for taking leave may be immediately terminated by the Employer.

## **ARTICLE 17. OTHER BENEFITS**

### **Section 1. Professional Membership and Training/Conferences**

For full-time staff members, membership in the American Library Association (ALA) or the Illinois Library Association (ILA) shall be paid for by the Library at the employee's request. Subject to availability of funds, full-time employees may request that a second library association membership be paid.

Full-time 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 paid 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 who 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 who are members of professional organizations;
- (d) all others.

(2) Priority of Meetings:

- (a) local and regional meetings sponsored by public libraries, public library systems or related to a staff member's job;
- (b) relevant state conferences;
- (c) relevant national conferences;
- (d) all others.

Employees who choose to serve on a professional organization's committee will do so on their own time.

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. Meals will be paid in accordance with the Library policy.

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.

If an employee learns of a professional development opportunity that they believe will enrich the Library, they may inform the employer for discussion about possible attendance for employee(s), subject to the terms of this Section.

## **Section 2. Educational Assistance Plan**

The Library will offer educational assistance to full-time employees for job or Library-related course work. Courses to be taken at an accredited college or university will be evaluated on an individual basis and treated in accordance with the following rules:

- A. All full-time employees who have completed one year of employment are eligible.
- B. The employee must make a written request for approval prior to the beginning of the course.
- C. Approval is required in writing by both the employee's Department Head and the Library Director prior to the start of the course.
- D. Types of courses which may be approved include those related to a degree which will further the employee's specific job as determined by the Library.
- E. Courses must be taken at an accredited college or university.

- F. Course work must not interfere with the job responsibilities and obligations of the employee.
- G. Employees must successfully complete an approved course, receiving grades of "A" or "B" (or "pass" for a pass/fail class) to qualify for reimbursement. There will be no reimbursement for a "C" or below, failing or incomplete grades. Reimbursement does not include the cost of books, registration fees and other expenses (e.g., meals, mileage, etc.).

The tuition pool for each calendar year of this Agreement shall be \$20,000.00. Reimbursement for tuition shall be determined the following calendar year based upon the number of eligible employees participating. Notwithstanding anything else in this Section, the total amount of reimbursement available to any employee for any calendar year period shall be limited to \$5000.00. Any monies remaining at the end of the year will be forfeited.

- A. Proof of course completion and grade attained must be presented before reimbursement will be made. Reimbursement shall be made after the completion of the course in compliance with the above requirements. All monies paid out under this Article shall be paid no later than the February of the year following the approval of the employee's application.
- B. The employee agrees to continue in the employ of the Library for a period equal to one year from the date of reimbursement. If the employee shall voluntarily terminate employment prior to the completion of the one year period, the employee shall repay all tuition amounts received from the Library. Employees shall execute promissory notes to the Library as evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

### **Section 3. Salary Savings Plan**

The Employer will maintain an approved deferred compensation plan under Section 457 of the Internal Revenue Code. The Employer will use due diligence in selecting a vendor to administer this plan, with the goal of keeping administrative costs low and providing employees with a broad selection of mutual funds and other investment options, with a range of risks and returns and who provides an educational component for employees.

### **Section 4. Employee Assistance Program**

The Union shall administer an employee assistance program, entitled the Personal Support Program (PSP), for all AFSCME represented employees and non-represented employees the Employer chooses to include. The Employer shall contribute twenty-seven dollars (\$27.00) to the AFSCME Benefit Plan and Trust per each covered employee per year for the contract year commencing in 2024, to enable employees to participate in the PSP. Fees are payable within sixty (60) days of the effective date of the collective bargaining agreement, and within sixty (60) days of receipt of an invoice each subsequent contract year.

## **ARTICLE 18. VACANCIES**

### **Section 1. Posting**

Whenever the Employer determines there is a vacancy in an existing job title or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards. for no less than ten (10) calendar days and such vacancy shall set forth the generally required knowledge, skills, and abilities, the rate of pay or pay grade, work area, and with as much specificity as possible, shift and days off. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so. Such internal posting does not preclude the Employer from also posting externally.

## **Section 2. Selection**

The Employer shall fill the vacancy by selecting among qualified internal or external applicants. If internal applicants are deemed the most qualified, and the internal applicants are relatively equally qualified, the employee with the most seniority who bids on the vacancy shall be selected. An internal applicant who is not selected to fill the vacancy may request a meeting with the hiring manager to discuss professional development for possible future opportunities. Prior to hiring an outside applicant, all qualified internal applicants shall be interviewed.

## **Section 3. Right to Return**

At the request of the employee who has recently changed jobs, the employee may return to the employee's former position within seven (7) calendar days after selection for the vacancy.

# **ARTICLE 19. LAYOFF AND RECALL**

## **Section 1. Layoffs**

Should the Employer determine that layoffs are necessary for lack of funds or lack of work, all Library employees in their initial training period, contract employees, and temporary employees, any of whom are performing bargaining unit work, shall be laid off prior to any non-training period bargaining unit employees. If non-training period layoffs are necessary, they shall be by inverse order of seniority of full-time equivalency within the impacted job titles:

An employee subject to layoff shall be able to exercise their seniority in lieu of layoff provided that the employee is qualified for the position in the following manner:

To displace an employee with the least seniority in a job title for which the employee is qualified. If multiple employees are subject to layoff from a job title, such employees will exercise their displacement rights in order of their seniority.



“Qualified for the position” is defined as employee possesses the required education and or certifications for the position and needs no more training than a new hire employee into that position, as determined by the Library.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same displacement rights according to seniority. Displaced employees with no further displacement rights shall be considered laid off.

An employee subject to the procedure above shall have the option to refuse such displacement without losing recall rights.

An employee who has been laid off shall have the right to exercise their seniority to fill a vacancy provided the employee is qualified for the position and shall have the right to refuse such vacancies without losing recall rights. The Employer shall inform laid off employees of such vacancies.

## **Section 2. Notice**

The Employer shall notify employees and the Union no fewer than forty-five (45) calendar days prior to the intended effective date of a planned layoff. In the case of an emergency, including but not limited to a natural disaster, the Employer shall provide as much notice as is practicable.

## **Section 3. Recall**

Employees who are laid off shall be placed on a recall list for a period of two (2) years or the duration of their employment, whichever is shorter. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff in the work or job title to be recalled, provided they are fully qualified to perform the work to which they are recalled with minimal training.

Employees who are eligible for recall shall be given written notice of a recall, which shall be sent to the employee by certified mail, return receipt requested, and regular U.S. Mail. The employee shall notify the Executive Director or designee, in writing, of the

employee's intention to return within three (3) working days after receiving notice of recall or ten (10) calendar days from the date of mailing of the notice, whichever is less. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, by certified mail, return receipt requested and by regular U.S. Mail; it being the obligation and responsibility of the employee to provide the Employer with their latest mailing address. Recalled employees shall be available to report to work within ten (10) calendar days after their notification of intent to return, except when the failure to return to work is due to reasonable circumstances beyond the control of the employee, as defined in Article 10, Section 2, or unless otherwise instructed by the Employer.

## **ARTICLE 20. MISCELLANEOUS**

### **Section 1. Labor/Management Meetings**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern that do not involve negotiations or active grievances, the parties agree to meet at the request of either party, no more than once each month, unless mutually agreed otherwise. The parties will endeavor to keep the length of the meetings to no more than sixty (60) minutes. The respective parties shall each designate their own representatives for the meeting. No more than four (4) AFSCME representatives/employees may attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) calendar days prior to the date of the meeting. The other party within two (2) calendar days thereafter may notify the party requesting the meeting of any items to be added to the agenda. Agendas/changes to agendas shall go to the Director and Union Designee. If such a meeting is held during the regular working hours of any Union employee attending the meeting, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved.

Each party shall take turns taking minutes of the meeting and share those minutes within three (3) calendar days of the meeting taking place.

Labor Management meetings are intended to improve communications between the parties and shall be advisory only.

### **Section 2. Insurance Committee**

The parties shall establish and maintain an Insurance Committee to meet and discuss group insurance benefits annually in January/February. The committee will consist of four (4) representatives each from the Union and from the Employer. The Committee will study and may recommend changes in insurance coverage and options during the term of the Agreement. The Committee shall be advisory only.

### **Section 3. Access to Personnel Files**

Employees shall be entitled to full access to their personnel files as prescribed in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq. Such files shall contain job-related information only.

### **Section 4. Proper Information in Personnel Files**

The parties agree that an employee's failure to challenge any material in their personnel file is not meant to construe that the employee is in agreement with any such material.

### **Section 5. Subcontracting**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Employer's lawful authority under Illinois statutes, however, subcontracting shall not result in the reduction of hours or layoffs of bargaining unit employees. Absent emergency, the Employer agrees to give thirty (30) days prior notice

to the Union and to bargain upon request of the Union over the impact or effects of any such subcontracting decision, although such notice and impact or effects bargaining obligation shall not be construed as requiring the Employer to delay implementation of the subcontracting decision pending the outcome of any such impact or effects bargaining.

### **Section 6. Personnel Policies and Work Rules**

The Employer may adopt, change or modify reasonable work rules and policies. The Employer agrees to post or make available a copy of its applicable work rules and policies where such rules/policies exist in writing. Whenever the Employer changes or issues new rules or policies applicable to employees in the bargaining unit, the Union will be provided with at least 30 days' prior notice absent emergency or legal considerations, before the effective date of the work rules/policies in order that the Union, upon request, may meet and confer about such rules/policies with the Employer. Work rules and policies shall not conflict with any specific provisions of this Agreement.

### **Section 7. Legislative Pass Through**

If there is a legislative increase in funding which specifically designates money to be used for wage and/or benefit enhancements for bargaining unit employees, upon request of the Union, the Employer agrees to bargain over the impact.

## **ARTICLE 21. SAFETY AND HEALTH**

### **Section 1. General Duty**

The Employer shall provide a safe and healthy workplace and shall comply with all applicable rules, regulations, and standards established by the Illinois Department of Labor.

## **Section 2. Library Security**

The Library shall take appropriate steps to help provide a secure work environment in the Library and locations where library work is performed. If the Library determines that individuals are not allowed on Library property, the appropriate Library staff will be notified. The Library shall ensure that all required safety drills will be scheduled and implemented each year. Each drill shall include an educational debrief survey of all participants.

## **Section 3. Personal Protective Clothing and Equipment**

All personal protective clothing and equipment required by the Employer shall be furnished and maintained by the Employer without cost to employees.

## **Section 4. Unsafe Work**

To the extent the Union has a concern about Library health practices, it shall be discussed at a labor management meeting. The Library will consider all options to preserve the safety of employees and the community.

# **ARTICLE 22. NO STRIKE - NO LOCKOUT**

## **Section 1. No Strike**

Neither the Union nor any employees or agents will instigate, promote, engage in or condone any strike, concerted stoppage of work, or any other intentional substantial interruption or disruption of the operations or essential services of the Employer, during the term of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or disciplined by the Employer. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and take all reasonable means which are within its power to induce employees to return to work.

## **Section 2. No Lockout**

The Employer will not lock out any employees during the term of this Agreement.

### **ARTICLE 23. MANAGEMENT RIGHTS**

Except as expressly limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions: to establish, plan direct, control and determine the budget and all the operations, services policies and missions of the Employer; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity standards and, from time to time, to change or modify those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate, promote or demote employees; to determine which bargaining unit employees will perform bargaining unit work; to change or eliminate existing equipment, technology or facilities and to introduce new equipment, technology or facilities without the intention of eliminating bargaining unit positions; to establish change, add to or reduce the number of hours, shifts and schedules to be worked; and to relieve or lay off employees. All such rights included herein are specifically limited by the express terms of this Agreement. The Employer shall also have the right to take any and all actions as may be necessary to carry out the mission of the Employer in the event of civil emergency as may be declared by the Governor, or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies.

#### **ARTICLE 24. SAVINGS CLAUSE**

In the event any article, section or portion of this Agreement shall be held contrary to law, invalid and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court decision; and upon issuance of such a decision, the Employer and the Union agree to notify one another and to begin immediately negotiations on a substitute for the invalidated article, section or portion thereof. Such decision shall not invalidate any other provision of this Agreement.

#### **ARTICLE 25. ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with express terms of this Agreement.

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. In so agreeing, 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.

**ARTICLE 26. TERMINATION**

This Agreement shall be effective from the day after it is executed by both parties and shall remain in effect until 11:59 P.M. on December 31, 2026. The Agreement shall be automatically renewed from year to year unless either party gives written notice to the other of its intent to terminate or modify the Agreement at least ninety (90) days prior to the expiration date. In the event such notice is provided, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless otherwise agreed by the parties.

The Agreement shall remain in full force and effect during the period when the parties are negotiating a successor and until a successor Agreement is effective, unless it is terminated by operation of law or either party notifies the other in writing of its intent to terminate the Agreement no sooner than ten (10) calendar days after such notice was given which in no case shall be prior to the expiration date of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement the \_\_ day of November 2023.

On behalf of the American Federation  
of State, County and Municipal Employees,  
Council 31, Local 234

On behalf of the Niles-Maine  
District Library

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Attest: Secretary**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Appendix 1

Effective Upon Union Ratification												
Grade/ Step %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Initial Scale</b>		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
<b>Grade 7</b>	\$ 14.35	\$ 14.64	\$ 14.93	\$ 15.23	\$ 15.53	\$ 15.84	\$ 16.16	\$ 16.48	\$ 16.81	\$ 17.15	\$ 17.49	\$ 17.84
<b>Grade 6</b>	\$ 16.75	\$ 17.09	\$ 17.43	\$ 17.78	\$ 18.13	\$ 18.49	\$ 18.86	\$ 19.24	\$ 19.63	\$ 20.02	\$ 20.42	\$ 20.83
<b>Grade 5.5</b>	\$ 18.46	\$ 18.83	\$ 19.21	\$ 19.59	\$ 19.98	\$ 20.38	\$ 20.79	\$ 21.20	\$ 21.63	\$ 22.06	\$ 22.50	\$ 22.95
<b>Grade 5</b>	\$ 21.10	\$ 21.52	\$ 21.95	\$ 22.39	\$ 22.84	\$ 23.30	\$ 23.76	\$ 24.24	\$ 24.72	\$ 25.22	\$ 25.72	\$ 26.24
<b>Grade 4</b>	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18	\$ 29.77	\$ 30.36	\$ 30.97	\$ 31.59	\$ 32.22	\$ 32.87	\$ 33.52	\$ 34.19
<b>Grade 3.5</b>	\$ 31.00	\$ 31.62	\$ 32.25	\$ 32.90	\$ 33.56	\$ 34.23	\$ 34.91	\$ 35.61	\$ 36.32	\$ 37.05	\$ 37.79	\$ 38.54
Grade/ Step %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Jan 1, 2024- 2.5% Increase</b>		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
<b>Grade 7</b>	\$ 14.71	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.90	\$ 17.23	\$ 17.58	\$ 17.93	\$ 18.29
<b>Grade 6</b>	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.22	\$ 18.58	\$ 18.96	\$ 19.33	\$ 19.72	\$ 20.12	\$ 20.52	\$ 20.93	\$ 21.35
<b>Grade 5.5</b>	\$ 18.92	\$ 19.30	\$ 19.69	\$ 20.08	\$ 20.48	\$ 20.89	\$ 21.31	\$ 21.73	\$ 22.17	\$ 22.61	\$ 23.07	\$ 23.53
<b>Grade 5</b>	\$ 21.63	\$ 22.06	\$ 22.50	\$ 22.95	\$ 23.41	\$ 23.88	\$ 24.36	\$ 24.84	\$ 25.34	\$ 25.85	\$ 26.36	\$ 26.89
<b>Grade 4</b>	\$ 28.19	\$ 28.75	\$ 29.33	\$ 29.91	\$ 30.51	\$ 31.12	\$ 31.74	\$ 32.38	\$ 33.03	\$ 33.69	\$ 34.36	\$ 35.05
<b>Grade 3.5</b>	\$ 31.78	\$ 32.41	\$ 33.06	\$ 33.72	\$ 34.39	\$ 35.08	\$ 35.78	\$ 36.50	\$ 37.23	\$ 37.97	\$ 38.73	\$ 39.51
			0	0	0	0	0	0	0	0	0	0
Grade/ Step %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Jan 1, 2025- 2% Increase</b>		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
<b>Grade 7</b>	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.90	\$ 17.23	\$ 17.58	\$ 17.93	\$ 18.29	\$ 18.65
<b>Grade 6</b>	\$ 17.51	\$ 17.86	\$ 18.22	\$ 18.58	\$ 18.96	\$ 19.33	\$ 19.72	\$ 20.12	\$ 20.52	\$ 20.93	\$ 21.35	\$ 21.77
<b>Grade 5.5</b>	\$ 19.30	\$ 19.69	\$ 20.08	\$ 20.48	\$ 20.89	\$ 21.31	\$ 21.73	\$ 22.17	\$ 22.61	\$ 23.07	\$ 23.53	\$ 24.00
<b>Grade 5</b>	\$ 22.06	\$ 22.50	\$ 22.95	\$ 23.41	\$ 23.88	\$ 24.36	\$ 24.84	\$ 25.34	\$ 25.85	\$ 26.36	\$ 26.89	\$ 27.43
<b>Grade 4</b>	\$ 28.75	\$ 29.33	\$ 29.91	\$ 30.51	\$ 31.12	\$ 31.74	\$ 32.38	\$ 33.03	\$ 33.69	\$ 34.36	\$ 35.05	\$ 35.75
<b>Grade 3.5</b>	\$ 32.41	\$ 33.06	\$ 33.72	\$ 34.39	\$ 35.08	\$ 35.78	\$ 36.50	\$ 37.23	\$ 37.97	\$ 38.73	\$ 39.51	\$ 40.30
<b>2025/2026</b>												
Grade/ Step %	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>Jan 1, 2026- 2% Increase</b>		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
<b>Grade 7</b>	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.24	\$ 16.56	\$ 16.90	\$ 17.23	\$ 17.58	\$ 17.93	\$ 18.29	\$ 18.65	\$ 19.03
<b>Grade 6</b>	\$ 17.86	\$ 18.22	\$ 18.58	\$ 18.96	\$ 19.33	\$ 19.72	\$ 20.12	\$ 20.52	\$ 20.93	\$ 21.35	\$ 21.77	\$ 22.21
<b>Grade 5.5</b>	\$ 19.69	\$ 20.08	\$ 20.48	\$ 20.89	\$ 21.31	\$ 21.73	\$ 22.17	\$ 22.61	\$ 23.07	\$ 23.53	\$ 24.00	\$ 24.48
<b>Grade 5</b>	\$ 22.50	\$ 22.95	\$ 23.41	\$ 23.88	\$ 24.36	\$ 24.84	\$ 25.34	\$ 25.85	\$ 26.36	\$ 26.89	\$ 27.43	\$ 27.98
<b>Grade 4</b>	\$ 29.33	\$ 29.91	\$ 30.51	\$ 31.12	\$ 31.74	\$ 32.38	\$ 33.03	\$ 33.69	\$ 34.36	\$ 35.05	\$ 35.75	\$ 36.46
<b>Grade 3.5</b>	\$ 33.06	\$ 33.72	\$ 34.39	\$ 35.08	\$ 35.78	\$ 36.50	\$ 37.23	\$ 37.97	\$ 38.73	\$ 39.51	\$ 40.30	\$ 41.10

## Appendix 2

The following employees will receive a six percent (6%) increase upon ratification of this Agreement:

Maryellen Essig

Cecilia Cygnar

Ruth Ann Schuster

Betty Zhan

Carol Jung

Annette McQuade

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement will confirm the understanding reached during the initial contract negotiations between the Niles-Maine District Library (“Library”) and AFSCME Council 31 (“Union”) that in lieu of retroactivity pay, employees on the payroll upon ratification (November 2023) will receive a one-time bonus payment as follows:

<b>Years of Service</b>	<b>Longevity Bonus (Gross)</b>
Less than one year	\$500
One year to five years	\$1,000
More than five years to ten years	\$1,500
More than ten years to fifteen years	\$2,000
More than fifteen years to twenty years	\$2,500
More than twenty years	\$3,000

**This Memorandum will expire at the end of the parties’ 2023-2026 Agreement.**

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Library

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) will confirm the understanding reached during the initial contract negotiations between the Niles-Maine District Library (“Library”) and AFSCME Council 31 (“Union”) relating to the issue of remote work.

The parties agree that within sixty (60) days of ratification, there shall be a joint committee established to explore the viability of remote work for bargaining unit employees at the Library. The committee shall be comprised of an equal number of representatives of the Library and the Union not to exceed five (5) members on either side.

The parties shall meet at regular times and locations as established by the parties and will discuss the following topics (or other items agreed to by the parties):

1. The viability of remote for bargaining unit titles
2. The policies and procedures that would govern a remote work program
3. Qualifications needed for bargaining unit employees to utilize remote work
4. The cessation of remote work

Any agreements reached by the parties shall be reduced to writing and promulgated to Library staff.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Library

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date