

Agreement Between

The Six Mile Regional Library District
Board of Trustees

and

The American Federation of State, County
and Municipal Employees, AFL-CIO

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AGREEMENT

Between

The Six Mile Regional Library District Board of Trustees

and

The American Federation of State, County and Municipal Employees,

AFL-CIO

PREAMBLE

This Agreement entered into by the Six Mile Regional Library District Board of Trustees, Granite City, Illinois, hereinafter referred to as the "EMPLOYER," and Council 31 for and on behalf of the Library Workers' Chapter of Local 3405 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the "UNION," mutually agree that their objective is to set forth herein their entire agreement, which supersedes and cancels all prior practices and agreements covering rates of pay and wages, hours of employment, and other conditions of employment. It is the Employer's and Employees' desire to provide the people of the Library District with the highest quality library service.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, rates, hours and other conditions of employment for all of its employees, full-time and regular part-time, excluding the following:

- A. Director
- B. Librarian III
- C. Librarian II
- D. Librarians
- E. Administrative Assistant
- F. Short-term Employees
- G. Contractual Employees

ARTICLE II
MANAGEMENT RIGHTS

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the Library in all aspects, including, but not limited to, all rights and authority granted by law or exercised by the Library prior to the execution of this Agreement, except as modified in this Agreement. Except as otherwise expressly stated herein, Six Mile Regional Library District Board policies are not to be considered a part of this Agreement.

These rights include, but are not limited to:

- A. The right to determine its mission and policies and to set all standards of service offered to the public;
- B. To plan, direct, control and determine the operations or services to be conducted by employees of the Library;
- C. To determine the methods, means and number of personnel needed to carry out the Library's mission;
- D. To direct the entire working force of the Library, including the establishment of work and productivity standards;
- E. To select, hire, schedule, assign and evaluate work and to transfer employees within the Library, its various departments and sections, and any of its branches;
- F. To promote, demote, suspend, discipline or discharge employment for just cause;
- G. To lay off or relieve employees due to lack of work or funds, or for other legitimate reasons;
- H. To make, publish and enforce rules and regulations;
- I. To introduce new or improved methods, equipment or facilities;

J. To contract out for goods and services.

The Employer has the sole authority to determine the purpose and mission of the Library and the amount of budget to be adopted thereto.

ARTICLE III UNION SECURITY/DUES CHECK-OFF

3.01 Maintenance of Membership

Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date, shall maintain his/her membership during the term of this Agreement.

3.02 Union Activities

Employees shall not engage in Union activities during working hours except for duly authorized Union officer(s) or steward(s) who will be permitted up to thirty (30) minutes without loss of pay during their work shift to investigate and process grievances. No more than one steward shall be permitted time to handle any one grievance. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted up to thirty (30) minutes without loss of pay to attend a grievance meeting called under one of the steps of the Grievance Procedure, or to respond to the Union investigation during their work shift. No employee or Union representative shall leave his/her work to investigate, file or process a grievance without first notifying and making mutual arrangements with his/her supervisor.

Employees attending a grievance meeting shall be those having direct involvement in the grievance.

The Union shall notify the Employer, in writing, upon the effective date of this Agreement, the names of the Union officials and stewards, and of any changes which may occur thereafter.

Time spent by two (2) Library employees, covered by this Agreement, in Union negotiations which result in lost working time to the Employer will be paid for that time by the Employer.

Any additional library employees, covered by this Agreement, involved in Union negotiations will not be paid by the Employer.

3.03 Dues Check-Off and Authorization

The Employer agrees that it will deduct Union dues and PEOPLE check-off monthly from the pay of those Union employees who authorize such deductions in writing. Any such authorization shall be effective irrevocably for a period of one (1) year from its date or until termination of the current collective bargaining Agreement, whichever occurs first, but shall continue in full force for yearly periods thereafter unless revoked by the employee in written notice to the Employer. The amounts to be deducted shall be certified to the Employer by Council 31, and the aggregate deduction of all employees shall be remitted together with an itemized statement, to Council 31, by the 15th of the succeeding month, after such deductions are made.

3.04 Fair Share

During the term of this Agreement, employees who are not members of the Union shall, after completion of their probationary period, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union shall periodically submit to the Employer a certified letter which specifies the amount of the fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee twice each calendar year during the life of this Agreement. The Union will give the Employer thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to give advance notice to fair share fee payers of the amount of the fee. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member and the Union from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. The Union shall certify to the Employer the charitable organization to which such payment is to be made.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

3.05 Indemnification

The Union shall indemnify, defend, and hold harmless the Employer and its officials, representatives, and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of, or by reason of, action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

3.06 Welfare To Work

No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, nor shall AFSCME represented employees in any way be displaced by such individuals. The Union will be notified at least ninety (90) days in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number of individuals involved, their work locations and hours of work, and a summary of the type of tasks to be performed. Upon request by the Union, the parties shall meet promptly to discuss or negotiate, as appropriate, issues which arise as a result of welfare initiatives.

ARTICLE IV
HOURS OF WORK / OVERTIME

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

4.01 Work Week

The normal work week, shall be five (5) scheduled eight (8) hour work days between 12:01 a.m., Saturday and midnight Friday for all full-time employees. The exception to this is the building maintenance employees who may work different regular work days and regular shifts, but are nevertheless required to work a minimum of 40 hours per work week.

4.02 Work Day

Eight (8) consecutive hours of work, which may be interrupted by a meal period, within the twenty-four (24) hour period beginning at the scheduled time shall constitute the regular work day for full-time employees. The exception to this is the building maintenance employees.

4.03 Work Shift –

Eight (8) consecutive hours of work shall constitute a work shift for all permanent full-time employees with the exception of the building maintenance employees. All full-time employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. A letter of understanding pertaining to starting and ending time of work shifts shall be agreed upon.

4.04A Work Schedules

Work schedules showing full-time employees' shifts and days shall be posted at a convenient time and place, and shall normally be posted two (2) weeks in advance. Should it be necessary due to employee leaves or emergencies to depart from the posted work schedule, notice of such change shall be given to the affected employees as soon as is reasonably practicable. Director agrees to meet with employees upon request regarding scheduling issues.

4.04B Library Closings

When a day is called as closure for the library, all employees scheduled to work on that day shall be paid their full work schedule for that day.

4.05 Meal Period

All employees shall be granted a one (1) hour, unpaid meal period during each eight-hour work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift. Meal periods cannot be scheduled at the end of the employee's shift.

4.06 Rest Period –

All employees' regular work shift shall provide for a thirty (30) minute period of rest each eight-hour work shift, fifteen (15) minutes the first half of shift and fifteen (15) minutes the second half of shift. Employees shall receive a fifteen (15) minute rest period for each four (4) hour segment of their designated work shift. The rest period shall be granted near the middle of each four-hour period whenever this is feasible. Rest periods cannot be scheduled at the end of an employee's shift.

4.07 Overtime Pay –

Overtime shall be compensated at the rate of one and one-half (1-1/2) of the employee's regular hourly rate of pay, or by compensatory time off, at the employee's option.

4.08 Compensatory Time –

If compensatory time off is used as the method of paying employees for overtime work, the compensatory time rate of pay shall be one and one-half (1-1/2) hours compensatory time for each hour of overtime work. The scheduling of compensatory time shall be subject to management approval; however, such approval shall not be unreasonably denied. Compensatory time must be used within three (3) months of the date it is earned. Compensatory time not used within three (3) months will be paid at the appropriate rate per this Article.

4.09 Weekly –

Overtime compensation shall be given for all work performed in excess of forty (40) hours in any work week.

However, compensation shall not be given more than once for the same hours under any provision of this Agreement.

4.10 Distribution of Overtime –

This Article shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Overtime must be authorized by an employee's supervisor.

Overtime is available by classification and location, and shall be distributed on as equitable a basis as practical among all full-time employees covered by this Agreement. When overtime is available, the senior employee in the affected classification and on duty at the affected location shall be offered the opportunity to work overtime. If the senior employee in the affected classification does not wish to work the overtime, the next senior employee on duty and in the affected classification shall be offered the overtime. If no senior employee in the affected classification wishes the overtime assignment, the employee with the lowest seniority in the affected classification and on duty at the affected location must work the assignment. Each employee refusing overtime shall be charged with working it for equalization purposes. New equalization periods shall begin January one (1) of each calendar year. In emergencies, the Employer may require any and all employees to work overtime.

4.11 Call Time –

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at straight time.

ARTICLE V SENIORITY

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since his/her last date of hire less any adjustments due to layoff, approved leaves of absence without pay, or other breaks in continuous service.

Part-time employees shall have seniority among part-time employees, based upon date of hire.

5.01 Probationary Period –

A probationary employee, i.e., an employee during the first 90 calendar days of his/her employment with the Six Mile Regional Library District, has no right to use the Grievance Procedure in the event of discharge. They will, however, accumulate holiday pay and sick leave benefits to be paid or used following completion of a satisfactory probation.

5.02 Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge or retirement. If the employee is rehired by the Six Mile Regional Library District, he/she does so as a new employee with no seniority rights or credits for previous service. The exception to the above is if an employee is rehired within thirty (30) days, his/her continuous service record shall not be broken.

5.03 Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any equal or lower rated bargaining unit position for which they qualify, in the service of the Employer.

5.04 Layoffs

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority within the affected classification. No full-time employee(s) shall be laid off until all probationary, temporary and part-time employees within their position classification are first laid off.

5.05 Bumping

When an employee is laid off due to a reduction in the work force or the elimination of his/her job, he/she shall be permitted to exercise his/her seniority rights to bump, that is, replace an employee with less seniority. The senior employee may, if he/she desires, bump any employee in an equal or lower rated bargaining unit position, provided the bumping employee is qualified and has greater seniority than the employee whom he/she bumps.

5.06 Recall

Employees shall be recalled from layoff according to their seniority within their affected job classification. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. Employees on layoff status are required to notify the Employer of any change of address or telephone number within ten (10) days of any such change. Employees desiring to be removed from the recall list shall notify the Employer in writing.

If an employee is offered recall to a position in a lower-rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is offered a lower-rated job classification, the employee shall have the right to refuse the recall.

The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Library Director in writing of his/her intention to accept or refuse recall within five (5) days after receiving notice of recall.

The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Library Director with his/her latest mailing address.

5.07 Part-Time to Full-Time

If an employee that is presently working part-time bids on a full-time position and is accepted in that position, he/she shall be given a new seniority date in the following manner:

Part-time employees with less than five (5) years seniority shall be pro-rated as to their hours worked. At five (5) years or more employment, part-time seniority shall be their hire date.

ARTICLE VI JOB OPENINGS

6.01 Promotions

The term promotion, as used in this article, means the advancement of an employee to a higher paying position within the bargaining unit or to a bargaining unit position the employee considers to be in his/her interest regardless of the rate of pay. Any employee, when promoted, shall serve a sixty (60) day trial period. If during this trial period the employee is unable to adequately perform the duties of the new position, he/she shall be returned to his/her former position without prejudice.

6.02 Vacancy and Posting

For the purpose of this Agreement, a vacancy is created when the Employer determines to increase the work force and to fill any new position(s) in the bargaining unit, or when the Employer determines to replace an incumbent who has been promoted, resigns, retires or is terminated.

Whenever a vacancy occurs in any bargaining unit position or as a result of the development or establishment of a new bargaining unit position, it shall be posted for five (5) days. This five-day posting may be waived for part-time employees by mutual consent of union president and Library Director (or the Director's designee).

During this period, employees who wish to apply for the vacancy, including employees on layoff, may apply for the vacancy using bid form and submitting it to the Library Director (or the Director's designee). If an eligible employee does not apply within the five (5) days, the Employer may post the opening to the public.

6.03 Filling of Vacancy

The Employer shall attempt to fill the vacancy within thirty (30) calendar days by promoting the qualified employee from within the bargaining unit. If two or more employees applying for the vacancy all meet the minimum qualifications of the job, the one with the most seniority will be offered the position.

6.04A Temporary Job Openings

Temporary job openings are defined as vacancies (see 6.04B2) or temporary absences (see 6.04B3) that may periodically develop in any position. The Employer may temporarily upgrade employees to perform the duties of another position of higher rank. Should a temporary upgrade occur, the senior employee with the skills, knowledge, and ability to do the work shall be upgraded.

6.04B Temporary Upgrade Pay

Extra compensation shall be considered only under the following circumstances:

1. The employee is performing the duties of a higher-rank position, and such duties are significantly different in job function and job task from the employee's current duties, and
2. A bargaining unit position of higher rank is permanently vacant and is scheduled to be filled under the terms of Article VI, and a period of time is required in order to proceed with and complete the normal hiring procedure, or
3. A bargaining unit position of higher rank is temporarily vacant, although permanently filled, because the regular employee is on extended paid sick leave, leave due to a worker's compensation claim (10.08) or an unpaid leave approved under Article IX, 9.01 and 9.02, or
4. A non-bargaining unit position is permanently vacant (determined solely by the Employer) and is scheduled to be filled. Or, the incumbent is on extended paid sick leave or an unpaid leave similar to those allowed under Article IX of this Agreement.

6.04C Payments Due

Temporary upgrade pay for employees performing the duties (see 6.04B1) of a higher-rank position shall commence with the start of the first working day in the case of an employee working forty (40) hours per week. Temporary upgrade pay shall be the hourly rate applicable to the position filled by the temporary upgrade. Any pay increase resulting from temporary upgrade shall only apply to hours worked in the upgraded position.

Must work four (4) hours to be entitled to temporary upgrade pay at the rate of pay to the title employee is working for.

6.04D Number of Duties and Job Function

In the event of a conflict over whether or not an employee is performing "the duties of a higher rank position, and such duties are significantly different", the employee affected by section 6.04 of this article must provide a detailed statement in writing which thoroughly outlines and substantiates the additional duties taken over by the employee in the absence of an employee in a higher-rank position.

Within ten working days from the Employer's receipt of the employee's statement, the Union shall request a meeting, if necessary, to discuss the employee's statement. The Employer shall arrange for a joint meeting within ten (10) days of the Union's request.

Should the Union and the Employer fail to reach an agreement as to whether or not the employee is performing "the duties of a higher rank position, and such duties are significantly different", the Union may file a grievance at step 3 of the grievance procedure within ten (10) working days of the Union-management meeting. If no grievance is filed within the ten (10) working days, the matter is terminated.

6.04E Employee Performance During Upgrade Period

The Employer assumes that the upgraded employee will perform the duties of a higher-rank position reasonably well. (An upgraded employee is not expected to replace an absent employee qualification for qualification or job task for job task. The intent is for the upgraded employee to help compensate for the absence. The upgraded employee must still perform many of the duties of his/her permanent position.)

If in the Employer's judgment the upgraded employee is not performing the upgraded work reasonably well, the Employer may cancel the upgrading and such cancellation will not be subject to the grievance procedure. The upgraded employee shall be returned to the full duties of his/her permanent position without prejudice.

6.04F Credit for Temporary Upgrade Time

Time spent during temporary upgrading shall be credited to the employee's trial period should the bargaining unit position become vacant and the employee be hired for the position.

6.05 Assignments to Positions of Equal or Lower Rank

The Employer may assign employees to perform the duties of a position of equal or lower rank. Time spent by an employee in a position of equal or lower rank will be paid at the employee's current rate of pay.

6.06 Abrogation

Nothing in this article abrogates the Employer's right to assign work.

ARTICLE VII
HOLIDAYS

7.01 Paid Holidays

The following days shall be paid holidays at regular hourly rates for all permanent full- time employees:

- | | |
|---|-------------------------------|
| New Year's Day | Veteran's Day |
| Martin L. King's Birthday | Thanksgiving Day |
| President's Day | Friday After Thanksgiving Day |
| Spring Break Day (Friday before Easter) | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Eve Day |
| Labor Day | Employee's Birthday* |

*NOTE: Employee's birthday must be taken on the actual birthday unless it falls on a day regularly off; then it must be taken on the work day immediately preceding the birthday.

7.02 Equivalent Time Off

If a holiday as defined above falls on a full-time employee's regular day off duty, he/she shall receive pay for the holiday or equivalent time off on one of three (3) proposed days submitted to the Employer by the employee without loss of pay. Equivalent time off may NOT be scheduled until after it is earned and must be taken within six (6) months following the date earned. If the Employer is unable to grant any of the proposed days, the full-time employee shall be paid eight (8) hours at his/her regular hourly rate of pay.

7.03 Eligibility

Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on layoff, or extended sick leave.
- B. The employee worked his/her last scheduled work day prior to the holiday and the first scheduled work day after the holiday, unless excused under the provisions of Article IX, Section 9.03A Paid Leaves and Article X, Section 10.04, Workers' Compensation, or other reasonable cause to be verified and

substantiated by the employee to the satisfaction of the Employer. In the event of a dispute as to whether it is a "reasonable cause"; same shall be subject to the Grievance Procedure.

- C. Part-time employees, to be eligible for holiday pay, shall work their regularly scheduled day before the holiday and their regularly scheduled day after the holiday within a period of ten (10) working days which shall include the holiday. The Employer shall not alter the regular schedule of part-time employees in order to prevent part-time employees from earning holiday pay as provided for in this article.

7.04 Working on a Holiday --

Any employee required to work on a holiday as defined above, shall be paid for all hours worked at his/her regular hourly rate of pay. Employees who work holidays shall receive equivalent time off. Equivalent time off may not be scheduled until after it is earned and must be taken within six (6) months of the date earned.

ARTICLE VIII
VACATIONS

8.01 Eligibility

All permanent full-time employees are entitled to an annual paid vacation according to the following service requirements (part-time employees receive this benefit in accordance with Article 17, Section 17.01B):

- After one (1) year continuous employment – two (2) work weeks
After five (5) years continuous employment – three (3) work weeks
After ten (10) years continuous employment – four (4) work weeks
After fifteen (15) years continuous employment – four (4) work weeks and two and one-half days (2-1/2) vacation
After twenty (20) years continuous employment – five (5) work weeks
After thirty (30) years continuous employment – six (6) work weeks
vacation (Note: Becomes effective January 1, 2011)

Vacation periods shall be taken annually between January 1 and December 31.

January 1 will be the "vacation accumulation date" for all employees. Because employees have different anniversary dates, the following procedure will be used to achieve the common vacation accumulation date.

Newly hired employees will accumulate vacation on January 1 after their date of employment based on the following chart:

Table with 3 columns: Month hired, Full-time, Part-time. Rows: January (10 days, 40 hrs), February (9 days, 36 hrs), March (8 days, 32 hrs).

April	7 days	28 hrs
May	7 days	28 hrs
June	6 days	24 hrs
July	5 days	20 hrs
August	4 days	16 hrs
September	3 days	12 hrs
October	2 days	8 hrs
November	2 days	8 hrs
December	1 day	4 hrs

No additional vacation is earned until January 1 of the following year.

8.02 Application and Seniority

Vacation time must be applied for and approved in advance by the Employer. The supervisor may limit the number of employees who can take vacation at the same time.

In the event it becomes necessary to limit the choice of, and/or reschedule vacations of employees, seniority will be used as the basis for scheduling.

In order to utilize departmental seniority rights, vacation requests for the upcoming year must be submitted by January 31.

All vacation requests submitted by January 31 shall be responded to by February 28. (It is understood that the Employer may not be able to approve all requested dates by the 28th due to operating concerns.) Requests to take vacation during January shall be answered promptly.

8.03 Increments of Vacation

Full-time employees may take their vacation in increments of not less than four (4) hours. Part-time employees may take their vacation in accordance with their regularly scheduled days.

(Example: someone regularly scheduled for 5 hours or 7 hours could take their vacation in a 5-hour or 7-hour increment.)

Holidays falling within a period of vacation shall not be counted against vacation time.

8.04 Rate of Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job classification on the payday preceding the vacation.

8.05 Annual Vacation

Vacation periods shall be taken annually.

8.06 Scheduling of Unrequested Vacation Time

All employee vacations must be scheduled by September 30th for all vacation time for that current calendar year. If vacations requested on or before September 30th cannot be approved or rescheduled by the end of the calendar year, the Employer will pay the employee for any remaining accumulated vacation should circumstances warrant this payment. The Employer reserves the right to schedule any unused vacation if the employee continually selects times that would be detrimental to the day-to-day operation of the library.

8.07 Payments Made Due to Layoff, Etc.

Any employee who, after one (1) year of continuous service, is separated from the Six Mile Regional Library District by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to the employee's designated payroll deduction account or to the employee's designated beneficiary in the event of no payroll deduction, for any unused vacation time on a pro-rated basis through the last full calendar month of service.

ARTICLE IX LEAVES OF ABSENCE

9.01 Leaves of Absence Requests

Employees covered by this Agreement may request in writing a leave of absence from the Employer, who may grant such leave for a period of time up to twelve (12) weeks. An approved leave may be extended by mutual agreement between Employer and Employee.

The Employer retains the sole and absolute discretion of approving a leave of absence. With the exception of paid leave, as defined below in this Article, no seniority, vacation, sick leave, holiday, or other benefits shall accrue during a leave of absence.

Employees shall first be eligible for leaves of absence after they have completed 90 calendar days of service to the Employer.

9.02 Application for Leave Without Pay

A request for a leave of absence without pay shall state the reason for which the leave is being requested and the length of time off that the employee desires. Authorization for a leave of absence must be in writing and must contain the signature of the Library Director (or designee) of the Six Mile Regional Library District.

Except as provided to the contrary under paid leaves of this Article, any employee on leave of absence shall not receive compensation from the Employer during such period.

A request for a leave of absence to exceed one (1) month shall be submitted by the employee to his/her supervisor as soon as possible but no later than twenty (20) working days before the date of departure. Response to said request will be issued within ten (10) working days of the request. All requests must be approved by the Executive Director.

A request for a short leave of absence without pay (defined as a leave not exceeding one [1] month) shall be submitted in writing and shall be answered within five (5) working days unless such request for a short leave is the result of a serious situation such as a major illness or accident involving a member of the employee's immediate household. These requests for short leaves of an emergency nature shall be answered promptly.

Employees elected to any Union office or selected by the Union to do full-time Union work shall, at the written request of the Union, be granted an extended leave of absence. This extended leave of absence shall not be less than six (6) months nor longer than one (1) year. Such leaves may be extended by mutual agreement. The Employer shall be given up to thirty (30) days to secure a replacement prior to the employee going on Union leave.

Any employee who fails to return to duty at the time specified on his/her approval for leave shall be considered to have resigned from employment with the Six Mile Regional Library District unless it is impossible for the employee to so return. If such condition of impossibility exists, the employee shall have up to five (5) additional days to return as long as the employee provides bona fide evidence of such impossibility to the Employer.

The Union recognizes that work schedules shall be adjusted to accommodate the employee who fails to return and such work schedule changes shall not be subject to the grievance procedure.

9.03 Paid Leave

The following are defined as paid leaves. The Employer shall be notified of the necessity for a paid leave as soon as possible and such leaves shall be granted as appropriate.

9.03A Death in Family Leave

In the event of the death of a spouse, child, legal step-child, or grandchild, an employee will be given five (5) bereavement days and they must be taken in part or whole during the ten (10) working days following the death. In the event of a death in the immediate family of an employee (parents, legal step- parents, brother, legal step-brother, sister, legal step-sister, grandparents, mother-in-law and father-in-law), the employee shall be granted three (3) consecutive days leave.

In the event of a death of an employee's aunt, uncle, niece, nephew, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or grandparents of spouse, the employee shall be granted one (1) day's leave for bereavement leave to attend the visitation or funeral.

9.03B Court Leave

Employees required to appear before a court on any matter not related to their work, in which they are not personally involved as a plaintiff or defendant, and employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. Service as used herein includes required reporting for jury or witness duty when summoned, whether or not the employee is used.

Employees who are required to serve on a petit jury shall receive their regular wages for up to two (2) weeks. All monies paid to the employee for serving as a juror shall be given to the library to compensate, in part, for wages received. Employees have the right to retain all monies received for serving on a jury. However, if they keep any of the monies received for jury service, they will not receive their regular wages from the library.

9.03C Military Leave

Military leave shall be granted in accordance with applicable law. The Employer may require substantiation of any leave of absence or request for leave of absence.

9.03D Personal Day

Each employee shall be entitled to two (2) personal days per calendar year. Full-time employees may take their personal days in increments of not less than four (4) hours.

- A. Normally, the employee will submit his/her request for a personal day to his/her supervisor giving as much notice as possible. The supervisor grants or denies the request based on the operating needs of the library. The Union recognizes that schedule changes for one employee will impact the schedule of another. In emergencies, the personal day shall be granted immediately. The employer has the right to inquire as to the nature of the emergency.
- B. In the event two or more employees request the same personal day, the Employer may limit the number of employees taking the same day. Preference will be given to the employee with the longest continuous service.
- C. Only one personal day may be taken during the month of December. At least one of the two personal days must be taken between January 1 and November 30 of each year.
- D. Part-time employees may take up to eight (8) hours in one day during the month of December.
- E. Personal days not used within the calendar year are lost and do not carry over.

9.03E Granting for Personal Days or Equivalent Time Off

At his or her discretion, a unit supervisor may or may not grant the use of compensatory time or personal days. This decision shall be based on the operating needs of the library as determined by management. The Union recognizes that different units may have different staffing needs, and use of compensatory time or personal days may be denied.

ARTICLE X SICK LEAVE

10.01A Eligibility and Accumulation

All employees are eligible to use the sick leave they have earned. Permanent full-time employees shall accumulate sick leave credit at the rate of ten (10) hours for each full month's service, not to exceed the maximum accumulation allowed by this Article effective January 1, 2007.

Part-time employees shall accumulate sick leave credit at the rate of five (5) hours for each full month's service, not to exceed the maximum accumulation allowed by this Article effective January 1, 2007.

Sick leave shall be taken for illness or injury. Employees will endeavor to schedule routine medical and dental check-ups and appointments, other than illness or injury, on their

scheduled day off. Such sick leave credit shall not be taken in increments of less than one (1) hour. If such appointments cannot be scheduled around work time, Employees must notify their supervisor within a reasonable time of appointments for routine medical and dental check-ups and appointments, other than illness or injury for scheduling purposes.

Employees may not use sick leave to participate in a medical study, whether compensated or not, unless they provide a statement from their physician showing this study is required and how it is related to the employee's illness.

10.01B Eligibility and Accumulation of Sick Leave Used For Specified Family Members

Full-time employees may use their earned sick leave for children/step children, spouse, parents/step parents, and grandchildren.

Part-time employees may use their earned sick leave for children/step children, spouse, parents/step parents, and grandchildren.

Sick leave may be used for other relatives if special relationships exist, are verified and documented by the employee, then approved by the Library Director.

NOTE: The bargaining unit will develop a plan for a sick leave pool. They will control and administer the plan. They will report all sick leave added to the pool or used by staff members to the library's Administrative Assistant for record keeping purposes. The library's only responsibility will be to keep track of sick leave reported.

10.02 Misrepresentation

The Employer will not discipline an employee for legitimate use of such sick leave credit; however, if an employee has taken sick leave contrary to the provisions of this Article or through any misrepresentations made by the employee or by others in his/her behalf, he/she shall reimburse the Six Mile Regional Library District in an amount equal to the sick leave pay so taken, and said employee is subject to disciplinary action.

10.03 Maximum Accumulation

Sick leave not used in any year may be accumulated from year to year; such accumulation not to exceed one thousand one hundred fifty-two (1,152) hours for all full-time employees during the entire term of employment.

Sick leave not used in any year may be accumulated from year to year; such accumulation not to exceed five hundred seventy-six (576) hours for all part-time employees during the entire term of employment.

10.04 Physician's Statement

Eligible employees shall receive sick leave at their regular hourly rate of pay during unavoidable absences from work due to illness or non-service connected injury.

The Employer shall have the right to require a physician's statement or other proof of validity for use of sick leave if grounds exist to suspect abuse. Demonstrated abuse of sick leave may lead to progressive discipline up to and including termination.

The Employer may request a physician's statement if ability to perform job is in question.

10.05 Notification

When an eligible employee finds it necessary to be absent from his/her scheduled duties because of illness or non-service connected injury, he/she or his/her representative shall promptly notify the employee's supervisor, the Library Director or the Library Director's designee who shall not be a member of the bargaining unit.

10.06 Duration

Any employee contracting or incurring any illness, non-service connected disability or injury that renders such employee unable to perform the duties of his/her employment shall receive sick leave with pay for a period not to exceed the number of such employee's accrued sick days. Employees shall be first eligible for sick leave after they have completed their probationary period of employment with Employer.

10.07A Conversion of Accumulated Sick Leave

Employees shall be paid for all unused sick leave accumulated between one hundred twenty-one (121) days and one hundred forty-four (144) days, if their termination is for the following reasons:

- A. The employee dies or becomes disabled and is unable to perform the duties of his/her employment and is leaving the service of the Employer, having furnished the Employer documented evidence of such disability in the form of a statement from a licensed physician; or,
- B. The employee's spouse or dependent has become disabled or contracted an illness which requires the termination of his/her employment and the employee has furnished the Employer documented evidence of such disability or illness in the form of a statement from a licensed physician.

Employees will not be paid for accumulated sick leave if the reason for termination is resignation or involuntary dismissal.

The amount of payment shall be calculated at the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last day of his/her employment.

10.07B Conversion of Accumulated Sick Leave for Retirement

Employees can accumulate up to one hundred forty-four (144) days of unused sick leave during the entire term of employment. At the time of retirement, if the employee has accumulated the maximum amount of 144 unused sick leave days, the amount of days to be paid to the employee will not exceed thirty (30) days. To benefit the employee at the time of retirement, he/she may choose from the following options:

1. The total 144 unused sick days may be applied to his/her pension. One hundred forty-four days equals eight (8) additional months.

2. The employee may be paid for thirty (30) days of unused sick leave. The remaining one hundred and fourteen (114) days may be applied to his/her pension. One hundred fourteen days equals six (6) additional months.

The amount of payment shall be calculated at the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last day of his/her employment.

10.08 Worker's Compensation

In the event that an employee is disabled in a service connected injury or illness, he/she shall be eligible for sick leave pay for only those days for which he/she is ineligible for compensation under the State of Illinois Worker's Compensation Insurance laws.

ARTICLE XI GROUP HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

11.01 Group Medical Insurance

The Employer shall maintain a group medical, major medical, and hospital insurance policy, and shall pay the premium for full-time employees based on the following schedule:

The Employer will pay the Managed Care Insurance premium for full-time employees up to but not exceeding \$800 per month per employee.

All employees pay 100% of dependent coverage.

The employee's contribution will be deducted twice monthly in equal amounts from the employee's paycheck.

11.02 Enrollment

New full-time employees shall be enrolled into the group health insurance plan beginning with their employment date. The Employer shall not be liable for paying insurance premiums or insurance coverage should the employee fail to meet the insurability requirements of the carrier.

An employee may elect not to participate in the Employer-sponsored benefit program only if the employee maintains group health insurance coverage through an alternative source and signs a waiver to that effect.

11.03 Disputes With Insurance Carrier

The failure of any insurance company or the Illinois local government health plan to provide any benefit for which it has contracted 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 or any other Agreement.

The failure of any insurance company or insurance pool to pay a claim is not subject to the grievance procedure, but rather is to be considered a private contractual dispute between the insurance provider and the employee.

11.04 Changes to Health Insurance Laws

If health care reform legislation including, but not limited to the Patient Protection and Affordable Care Act (“PPACA”) (in whole or in part), becomes effective during the life of this Agreement, the Employer, at its option, may reopen the contract solely for the renegotiation of the health insurance provisions upon sixty (60) days written notice to the Union. The parties shall meet to attempt to resolve any differences within the sixty (60) day period. Upon the expiration of the sixty (60) day period if no agreement has been reached, the Employer and the Union may exercise any and all of their legal rights under applicable law, notwithstanding any other language of this Agreement to the contrary.

ARTICLE XII WAGES

12.01 Compensation

Employees shall be compensated in accordance with the wage schedule established herein and made a part of this Agreement in Appendices A and B.

12.02 Pay Period

The salaries and wages of employees shall be paid bi-weekly on every other Friday. In the event that payday is a recognized holiday, the preceding work day shall be the payday.

12.03A Longevity Increase

In addition to an employee's salary as provided for in this article, each employee shall receive a longevity increase based upon his/her years of continuous service with the library.

The longevity increase shall be paid in total on the employee's first payroll check of the fiscal year according to the following schedule:

Completed years of Service	Longevity Increase	Longevity Increase
	Full-time	Part-time
5 years (beginning of 6th year)	\$350	\$237
10 years (beginning of 11th year)	\$350	\$237
15 years (beginning of 16th year)	\$350	\$237
20 years (beginning of 21st year)	\$350	\$237
25 years (beginning of 26th year)	\$350	\$237
30 years (beginning of 31st year)	\$350	\$237
35 years (beginning of 36th year)	\$350	\$237

12.03B Application

Qualifying steps or payments shall be added to the eligible employee's paycheck after he/she has completed the appropriate five-year employment increment. The qualifying longevity payment shall be added to the paycheck of the eligible employee during the first

full pay period of the Library's fiscal year (July 1) which falls after the eligible employee's anniversary date.

If the employee leaves the employ of the library district for any reason, he/she shall not be entitled to any portion of a longevity payment scheduled to be paid.

12.04 Benefit Information

Employees will be provided a written summary of accrued and used benefits semi- annually.

12.05 Direct Deposit

Beginning July 1, 2010, the bargaining unit employees may have their payroll checks directly deposited in the financial institute of their choosing.

ARTICLE XIII DISCIPLINE

13.01 Employee Discipline

Disciplinary action or measures may include any of the following, where appropriate:

- A. oral reprimand
- B. written reprimand
- C. suspension
- D. discharge

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

13.02 Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. (That is, discipline shall be done in private but may include another supervisor and/or Union representative.)

For discipline other than reprimands, the Employer shall schedule a meeting and shall notify the Union and the employee of the meeting time and place. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

13.03 Removal of Discipline

Any written warning or discipline imposed for tardiness shall be removed from an employee's record if, from the date of the last warning or discipline, one year passes without the employee receiving an additional warning or discipline for such offense.

Any record of discipline for other causes shall not be used for purposes of progressive discipline if, after two (2) years, there has been no recurrence of the type of conduct giving rise to the warning or discipline.

13.04 Discharge as a Grievance

The Union shall have the right to take up the discharge as a grievance at the third step of the grievance procedure within seven (7) working days from the date written cause is provided.

13.05 Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall he/she be subject to discipline for the refusal to take such.

An AFSCME representative may accompany a bargaining unit employee to a polygraph examination. The representative may review the polygraph questions but may not be present during the administration of the polygraph examination.

ARTICLE XIV GRIEVANCE PROCEDURE

This grievance procedure is established to resolve any dispute between employees and the Employer concerning the interpretation or application of the provisions of this Agreement.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate superior, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

A grievance shall be resolved in the following manner:

- Step 1. Any employee, with or without the Union, who has a grievance shall discuss the grievance orally with his/her immediate supervisor within five (5) working days of the date of its first occurrence or of the time the employee reasonably should have knowledge of it. The supervisor shall reply orally within five (5) working days.
- Step 2. If the grievance is not resolved in Step 1, the Union shall, within five (5) working days after receipt of the supervisor's reply, present the grievance in writing to the Library Director. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. The Library Director shall respond to the Union in writing, within five (5) working days after receipt of the grievance.
- Step 3. If the grievance is not resolved in Step 2, the Union shall continue the grievance and within seven (7) working days after receipt of the Library Director's response, present the grievance in writing to the President of the Library Board with a copy to the Library Director. The President of the Board shall schedule a meeting of the appropriate committee and/or the Board, to be held within fifteen (15) working days of receipt of the written grievance from the Union, for the purpose of hearing both sides of the grievance. The Board or Committee shall send the results of its deliberations in writing to the Union

and to the Library Director, with a copy to the President of the Library Board, within seven (7) working days of its meeting.

- Step 4. If the grievance is not settled in accordance with the foregoing procedure, either party, upon written notice to the other, may refer the grievance to arbitration within ten (10) working days after receipt of the Board's answer in Step 3. Either party shall, within seven (7) working days, request the American Arbitration Association or the Federal Mediation Conciliation Services to submit a panel of five (5) arbitrators. Either party may reject a panel of arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike the second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after the close of the hearing. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Once a grievance has been properly filed or submitted by an employee or on an employee's behalf through this grievance procedure, the employee's right to pursue redress in an alternative manner or forum is terminated.

Failure on the part of the grievant or the Union to meet any time requirement shall be interpreted as terminating the grievance.

Failure on the part of the supervisor, department head or the Library Director to meet any time requirement shall allow the grievant to automatically utilize the next step of the procedure.

ARTICLE XV NO STRIKES – NO LOCKOUTS

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions and obligations of the Employer.

During the term of this Agreement, neither the Employer nor its agents, for any reason, shall authorize, institute, and/or promote any lockout of employees covered by this Agreement.

The Employer may discharge or discipline any employee who violates this Article.

No employee shall be required to cross a strike picket line but if construction workers establish strike pickets, employees shall enter at entrances agreed to between the Employer and the construction company for this purpose.

ARTICLE XVI SAFETY AND HEALTH

If an employee or the Union has a specific reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition, he/she shall inform the Library Director in writing.

A grievance involving an alleged violation of this Article may be submitted directly to Step 3 of the grievance procedure.

ARTICLE XVII
GENERAL PROVISIONS

17.01A Part-Time Employees

A regular part-time employee is an employee who is normally scheduled to work less than forty (40) hours per week on a year-round basis. The most senior part-time employee within a classification and at that location will be offered the first opportunity to work any greater number of hours in a new part-time schedule. Should a part-time employee accept the opportunity to work hours in excess of his or her normal work schedule and then subsequently decline the opportunity or otherwise fail to appear to work such additional hours on two (2) occasions in any three (3) month period, he or she will not be offered the opportunity to work hours in excess of his or her regular schedule for a period of six months unless all other part-time employees decline the opportunity to work such additional hours.

17.01B Proportion of Benefits

Those benefits provided in Articles VII, VIII, IX, and X shall be granted to part-time employees according to the part-time employee's number of hours usually worked per week based on the following schedule:

<u>Part-time employees' hours</u>	<u>Allotment</u>
33 or more hours	Full-time equivalent of those benefits provided in this Article
18 - 32 hours	One-half (1/2) of the full-time benefits provided in this Article
11 - 17 hours	one-quarter (1/4) of the full-time benefits provided in this Article
10 hours or less	one-eighth (1/8) of the full-time benefits provided in this Article

The temporary addition of extra hours to a regular part-time employee's work schedule due to vacations, leaves, etc., of other employees shall not increase the part-time employee's benefits, unless such a change in schedule is for a period of four (4) or more consecutive weeks.

17.02 Non-Discrimination

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as defined in applicable federal, state, and local

laws. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not to become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

17.03 Work Rules

The Employer shall, from time to time, prepare and issue rules and regulations necessary for the safe, orderly and efficient operation of the Library. Work rules shall be reasonable and consistently enforced. Further, any changes in work rules shall be made known to all employees by posting.

17.04 Procedures Manuals and Job Descriptions

Each work location shall be provided with a copy of the appropriate procedures manual for that location and any revisions thereto. Any work location which does not have a procedures manual upon the effective date of this Agreement shall have one prepared in a reasonable period of time.

The Employer shall provide each employee a copy of his/her job description. If none exists, the Employer shall provide same in a reasonable period of time. Job descriptions may be revised from time to time by the Employer.

17.05 Bulletin Board

The Employer agrees to provide one bulletin board for Union literature at each Library Building.

Notices placed on the Union bulletin boards shall be limited to official Union business. Prior to posting of any notice on any Union bulletin board, the Union shall file one (1) copy of said notice with the Library Director.

All costs incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin boards and for maintaining same in an orderly and neat fashion.

17.06 Visits by the Union

Any meeting between the Employer and accredited representatives of the American Federation of State, County, and Municipal Employees, whether Local Union representatives, council representatives, or international representatives, shall be held at such time as is mutually agreed upon by both parties.

The Union representatives shall have full and free access to the Employer premises during employees' working hours. Such visitations shall be for the purpose of administering this

Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees.

17.07 Union Meeting on Library Premises

The Employer agrees to make available Six Mile Regional Library District conference and meeting rooms for Union meetings upon prior written notification by the designated Union representative, unless to do so would seriously interfere with the operation of the Library, or cause additional cost or undue inconvenience to the Employer.

17.08 Employee Evaluations

An evaluation of each employee of the Library shall be made at least once annually by his/her supervisor. Employees will be given a written copy of their evaluation reports and will have the right to discuss such reports with their superiors, including the Library Director. The evaluation reports shall then be entered into the employees' personnel files.

17.09 Residency

No current or future employee shall be restricted in their choice of residency.

ARTICLE XVIII TUITION AID FUND

18.01 Purpose and Scope

It is the library district's intent to encourage employees to further their self-development by sharing the cost of educational growth with its full-time employees. Through the tuition aid fund, the library hopes its employees will seek to increase their effectiveness in their present position or prepare for advancement from that position.

18.02 Effective Date

Effective July 1, 1990, the library district shall establish a tuition aid fund for all employees covered under the terms of the collective bargaining agreement.

18.03 Amount and Duration

- A. Amount of fund: The tuition aid fund shall be in the amount of \$5,000. If exhausted during the fiscal year, no other money is available.
- B. Duration of fund: The fund is available during the fiscal year. If not used during the fiscal year, the amount does not carry over to the next fiscal year. The fund is renewable each July 1 during the term of this Agreement.

18.04 Eligibility

- A. Any permanent full-time employee may request approval after one (1) year of continuous service. Any part-time employee may request approval after five (5) years of continuous employment.
- B. In order to receive management approval, a course of study must be directly related to improving the skills and knowledge needed to perform the current job held or which will prepare an employee for an opening that is expected to occur in or out of the bargaining unit in the future.
- C. NO refund will be made for the cost of textbooks, supplies incidental to the course, activity fees, laboratory fees, late registration fee or other fines, parking fees and transportation. First choice shall be given to employees currently enrolled in studies for an advanced degree.
- D. Participating employees will be expected to complete the requirements of the school attendance and homework assignments outside of their scheduled hours of work. If approved, employees may take time off to accommodate classroom attendance, but such time off for class work must be made up in the same pay period, or pay will be docked. Vacation time may be used (and paid) for class work.

18.05 Approval Procedure and Requirements

- A. Courses for which reimbursement is expected must be job related.
- B. Only courses from accredited institutions (colleges and universities) will be considered.
- C. Prior to enrollment in a course for which an employee desires compensation, he/she must request approval of the personnel committee of the Library Director. Course title, number, and brief description must be included in the request.
- D. The Library Director has the sole and absolute discretion of approving or not approving course work. The employee will be notified within five (5) days of the personnel committee's decision.
- E. If approval is granted, it shall be given on a first-come-first-served basis.

18.06 Refund Payments

- A. As a request for payment, the employee must submit the following to the Library Director:
1. Approval notification
 2. Receipt from college or university for payment of tuition
 3. Grade report showing grade of "C" or better for an undergraduate course, and a "B" or better for a graduate level course.

Request for compensation of a completed course must be made within six (6) weeks after the closing date of a quarter or semester.

B. Limitations:

1. If an individual is receiving financial aid, such as scholarships, or aid under the GI bill, for any courses taken, the Library will pay any difference between aid received and actual tuition cost (up to the maximum yearly reimbursement).
2. Employees must still be employed by the library district on the completion date of the course.
3. Employees are expected to remain employed by the library district for at least two (2) years after receiving tuition reimbursement. Employees who leave the employ of the Library before completing at least two (2) years of service following the receipt of tuition reimbursement funds must repay the amount of the tuition reimbursement on a pro-rated basis. As a condition for receiving tuition reimbursements, an employee will be required to execute a promissory note consistent with the terms of this Agreement at the time the tuition expenses are paid by the Library and to be bound by the terms of the note.
4. A waiver of an Employee's promissory note obligations as described in paragraph 3, above, may be provided if special circumstances or matters beyond the Employee's control (spousal relocation, disability rendering the employee unable to work, etc.) precipitates the Employee's separation during the two (2) year period following the receipt of tuition reimbursement funds.

18.07 Promotions

No guarantee of promotion or advancement inside or outside of the bargaining unit is being made or implied by this article.

ARTICLE XIX NO SMOKING

With the exception of explicitly designated smoking areas, all library facilities (buildings, grounds, vehicles, etc.) shall be maintained as a smoke-free environment.

ARTICLE XX SEPARABILITY AND
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement and the parties shall meet within ten (10) working days to agree on a substitute provision. If the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XXI EFFECTIVE DATE
AND DURATION

Upon the approval of the Six Mile Regional Library District Board and a vote of the Union membership, this Agreement shall be effective as of the first day of July, 2018, and shall remain in full force and effect until the thirtieth day of June, 2023.

This contract is for five (5) years. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify it.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of July, 2018.
For the Employer – Six Mile Regional Library For the Union – AFSCME, Local 3405:
District:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**APPENDIX A
WAGE SCHEDULE¹**

INSURANCE: Full-time employees NOT taking the health insurance benefit will receive two (2) insurance benefit days.

RETIREMENT: The Employer will pay increases in IMRF retirement costs.

Hourly Wage Increases

Fiscal year	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
Increase to base rate	\$.45/hour	\$.55/hour	\$.60/hour	\$.65/hour	\$.75/hour

Pertaining to Patrick Carney

Patrick Carney shall receive a base hourly wage of \$12.00/hour effective upon the execution of this agreement and shall, thereafter, receive the base hourly increases set forth above for contract years 2019/2020, 2020/2021, 2021/2022, and 2022/2023.

¹The wage increases reflected above shall be made retroactive to July 1, 2018.

APPENDIX B
ENTRY SALARIES

Classification and minimum entry salaries for the employees covered by the contract:

CLASSIFICATION	2015-2017 Minimum Entry Salary
Full-Time	
Assistant Branch Manager	\$21,389
Library Technical Assistant ²	\$20,874
Library Department Assistant	\$20,359
Library Cataloger	\$19,402
Library Assistant II	\$19,043
Library Assistant	\$18,753
Custodian	\$18,753
Part-Time	
Desk Assistant	\$8.75
Maintenance	\$8.75
Library Aide	\$8.50
Custodian	\$8.50

Agreed upon hourly wage increases to base rates will also apply to entry salaries/wages for the years 2018/2019, 2019/2020, 2020/2021, 2021/2022, 2022/2023.

NOTE: This is entry level only and does not apply, in any way, to current employees who are covered under the salaries negotiated in this contract under APPENDIX A.

When an employee is promoted from a lower classification to a higher classification, the promoted employee shall receive a salary increase based on the difference between the minimum entry salary listed above. To illustrate: during the 2015-2017 fiscal years a current library assistant making \$18,753 is promoted to library assistant II; the salary increase will be \$289 (\$19,043 – \$18,753 = \$289); therefore, the new salary in this example will be \$19,043.

When an employee is promoted to a position with added supervisory responsibilities, he/she will receive an additional \$300 over the above pro-rated increase.

NOTICE: Any changes to the classifications or job titles of current staff shall NOT result in any salary changes or other monetary compensation.

² A Library Technical Assistant requires two years of college library training classes.

SIX MILE REGIONAL LIBRARY DISTRICT

<u>Personnel Positions</u>		<u>2018/2019</u>	<u>2019/2020</u>	<u>2020/2021</u>	<u>2021/2022</u>	<u>2022/2023</u>
		<u>Entry Salary</u>				
Assistant Branch Manager	FT	\$ 22,325	\$ 23,469	\$ 24,717	\$ 26,069	\$ 27,629
Library Technical Assistant	FT	\$ 21,810	\$ 22,954	\$ 24,202	\$ 25,554	\$ 27,114
Library Department Assistant	FT	\$ 21,295	\$ 22,439	\$ 23,687	\$ 25,039	\$ 26,599
Library Cataloger	FT	\$ 20,338	\$ 21,482	\$ 22,730	\$ 24,082	\$ 25,642
Library Assistant II	FT	\$ 19,979	\$ 21,123	\$ 22,371	\$ 23,723	\$ 25,283
Library Assistant	FT	\$ 19,689	\$ 20,833	\$ 22,081	\$ 23,433	\$ 24,993
Custodian	FT	\$ 19,689	\$ 20,833	\$ 22,081	\$ 23,433	\$ 24,993
Desk Assistant	PT	\$ 9.20	\$ 9.75	\$ 10.35	\$ 11.00	\$ 11.75
Maintenance	PT	\$ 9.20	\$ 9.75	\$ 10.35	\$ 11.00	\$ 11.75
Library Aide	PT	\$ 8.95	\$ 9.50	\$ 10.10	\$ 10.75	\$ 11.50
Custodian	PT	\$ 8.95	\$ 9.50	\$ 10.10	\$ 10.75	\$ 11.50

**ARTICLE XX SEPARABILITY AND
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement and the parties shall meet within ten (10) working days to agree on a substitute provision. If the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

**ARTICLE XXI EFFECTIVE DATE
AND DURATION**

Upon the approval of the Six Mile Regional Library District Board and a vote of the Union membership, this Agreement shall be effective as of the first day of July, 2018, and shall remain in full force and effect until the thirtieth day of June, 2023.

This contract is for five (5) years. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify it.

In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of July, 2018.

For the Employer – Six Mile Regional Library
District:

For the Union – AFSCME, Local 3405:











