

AGREEMENT

BETWEEN

BELLEVILLE PUBLIC LIBRARY BOARD

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(AFSCME)

ON BEHALF OF
AFSCME LOCAL 1765

May 1, 2015 – April 30, 2018

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ARTICLE 1 GENERAL TERMS

ARTICLE 1 – Section 1 – Parties to the Agreement

This Agreement is made and entered into by and between the Belleville Public Library Board of Belleville, Illinois, hereinafter referred to as the “Board” and the American Federation of State, County and Municipal Employees (AFSCME) Council 31, AFL-CIO on behalf of Local 1765, hereinafter referred to as the “Union”.

ARTICLE 1 – Section 2 – Effective Dates of Agreement

The provisions of this Agreement are retroactive to May 1, 2015. This Agreement expires at midnight April 30, 2018.

ARTICLE 1 – Section 3 – Recognition, Jurisdiction and Scope

- A. For the purpose of collective bargaining with respect to wages, hours and the terms and conditions of employment. The Board recognizes the Union as the sole and exclusive representative for all regular full-time and part-time employees except for the Library Director, Administrative Personnel, and pages, as defined per Case No. S-AC-95-2.
- B. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.
- C. The Board agrees to implement its rules and policies as they pertain to the Union in a fair, impartial and consistent manner.
- D. The Board of Directors authorizes the Library Director to consider and to approve release time on an as-needed basis for members of the bargaining unit. Requests for release time shall be made in writing at least three working days prior, if possible, to the desired date of release and shall be courtesy-copied by the Director to the member's immediate supervisor. Time spent negotiating the contract shall be paid time for employees.

Article 1 – Section 4 – Management Rights

The City of Belleville and the Board retain and reserve all powers, rights, duties and responsibilities conferred upon and vested in it by the City of Belleville and statutes of the State of Illinois. These include but are not limited to the responsibilities for and the right to:

1. Maintain executive management and administrative control of the library, its properties, facilities, and staff.
2. The Employer, in conjunction with the City of Belleville's Department of Human Resources, recruit and select all employees and determine their qualifications and the conditions for their continued employment, promotion, transfer, demotion or dismissal, subject to city ordinances, state and federal statutes, and this Agreement.
3. Determine library hours, work schedules, duties, assignments and responsibilities of all library staff.
4. Management has the right to occasionally substitute an employee for no longer than two (2) week duration, in any bargaining unit position in the Library. (The City's desire is to maximize each employee's value and capability and deliver high quality service to the public by promoting, cross-training and team work.) If operational needs mandate that an employee work a temporary assignment more than two weeks; that employee will receive the higher entry rate, retro-active to the first day worked.

ARTICLE 1 – Section 5 – Union No-Strike Promise

No employee covered by this Agreement shall engage in any strike, withholding of services, sick-outs, slowdown or concerted stoppage of work or other intentional concerted interruption of operations at the Belleville Public Library including sympathy strikes during the term of this Agreement.

ARTICLE 1 – Section 6 – Check off of Dues/Fair Share

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following

- a. Union membership dues, assessments, or fees;
- b. Union-sponsored benefit programs;
- c. P.E.O.P.L.E. contributions

Request for any of the above shall be made on a form agreed to by the parties.

1. All employees covered by this Agreement who choose not to become members of the Union, for as long as they remain non-members of the Union, shall pay to the Union each month, starting with the first full month of employment, their fair share of the costs of the services rendered by the Union that are chargeable to non-members under State and Federal Law.
2. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required to members in conformity with Federal and State Law and Labor Board rules.
3. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten (10) work days of said deduction unless required to remit fee to the Labor Board.
4. The Board shall cooperate with the Union to ascertain the names and work locations of all employees who are non-members of the Union from whose earnings the fair share payments shall be deducted and shall provide the Union space to post a notice concerning fair share.
5. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
6. Upon adoption of any Union internal appeal procedure, the Union shall supply the City of Belleville and the Board with a copy. In addition, the Union shall advise the City of Belleville and the Board of subsequent changes therein.
7. The Union shall indemnify and hold harmless the City of Belleville and the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the City of Belleville and the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any provisions.
8. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part to this Article void or not enforceable, the Union and the City of Belleville and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE 1, Section 7, Union Orientation

Once each calendar year the Union shall be allowed to orient, educate and update each employee for up to one (1) hour for the purpose of informing employees of their rights and obligations under this Agreement and without loss of pay for the employees involved. The Union will work with the Library Director to arrange the time during a scheduled staff

meeting and will talk to all employees at the same time. Union representative (s) shall have up to one (1) hour and without loss of pay to orient new hires with the first fifteen (15) working days of employment. The Employer shall inform the Union of all such new hires and the Union shall inform the Employer of the Union representative who will carry out the Union orientation. All orientations shall be scheduled at a mutually agreeable time between the Employer and the Union.

ARTICLE 1 – Section 8– Grievance Procedure

- A. The Union or employee wanting to initiate a grievance must file it in writing with the Director or other employer designee within ten (10) working days of becoming aware of the act giving rise to the grievance. The Director or other employer designee must render a written decision on the grievance within ten (10) working days after receipt of the grievance.

- B. Any Further appeal the Union wants to file must be filed in writing with the Director of Human Resources and the Library Board with ten (10) working days of receiving the decision of the Library Director. Within thirty (30) calendar days after filing of the appeal, the Library Board of Directors must meet with the Union and render a written decision to the Union/employee. If the appeal is not resolved with the Library Board, the Union can request arbitration within thirty (30) calendar days of the written appeal. The Union and the Employer shall meet to select an arbitrator from a list of mutually agreed to arbitrators.

- C. Arbitration – If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in C above or the pre-arbitration conference in C above, whichever is last, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall, within five (5) working days after receipt of said list, alternately strike the names of three (3) arbitrators. The Employer agrees to take the first strike for the first arbitration hearing held pursuant to this Article; the Union and Employer agree to alternate first strikes thereafter. 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 his/her selection by a joint letter from the Employer and the Union, stating the issue to be arbitrated and requesting that the arbitrator set a time for the hearing, subject to availability of the Employer and the Union. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He or she shall only consider and make a decision, with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him or her.

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of this Agreement. Questions of arbitrability will be decided by the arbitrator.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses. If either party desires a verbatim record of the proceeding, it may cause such record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay the cost of its copy.

The expenses and fees of the arbitrator shall be shared equally by the parties. The hearing shall be in the Belleville City Council chambers providing space is available. A decision of the arbitrator rendered consistent with the terms of this Agreement shall be final and binding on the Employer, the Union and the bargaining unit employee or employees involved.

- D. Any of the above mentioned deadlines may be extended upon written agreement of both parties to the grievance.
- E. The City of Belleville and Board Consideration. The City of Belleville and the Board and the Union shall cooperate towards the resolution of any grievance.
- F. No Reprisals Clause. No reprisals shall be taken by the City of Belleville or the Board or the Administration against an employee because of his/her participation in a grievance.
- G. Released Time. Should any hearing on any step of the Grievance Procedure and/or before the City of Belleville and the Board require that an employee be released from his/her assignment, he/she shall be released without loss of pay or benefits.
- H. Filing of Materials. All records related to a grievance shall be filed separately from the personnel files of the participant.
- I. Grievance Withdrawals. A grievance may be withdrawn at any level without establishing precedent.
- J. Board Rights. The Board reserves the right to change, alter, amend, revoke, or rescind its By-Laws, policies and practices in such manner as it deems appropriate.

Article 1 – Section 9– Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of either the Board or the Union and shall become effective upon adoption by the Board and ratification by the Union or at such other time as the Board and the Union may agree.

The Board and the Union, for the duration of this Agreement, waive the right to bargain and agree that the other party shall not be obligated to bargain with respect to permissive topics for bargaining, whether or not included in this collective bargaining agreement. However, each party acknowledges that a continuing obligation to bargain to agreement will exist for mandatory topics of bargaining that are not set forth in this collective bargaining agreement when changes are contemplated that effect these mandatory topics of bargaining.

ARTICLE 1 – Section 10– Definitions of Agreement Terms

- A. Probationary Employees. Personnel employed under the provisions of this contract are regarded as probationary employees for the first six (6) calendar months of their employment.
- B. Continuing Status Employees. Probationary employees who have satisfactorily completed the six (6) month probationary period will be recommended by the immediate supervisor to the Director of the Library for assignment to continuing status employment.
- C. Immediate Family. Immediate family is defined as the employee's legal spouse, child, (natural born, adopted, or step-children), parents, and/or step-parents, grandparents, brother, sister, daughter-in-law, son-in-law, including the same family members of the legal spouse, and including those living in the same household of the employee.
- D. Seniority. An employees' seniority begins with their date of hire. Part time employees' seniority shall be prorated and calculated by the number of hours the employee has worked. All part time employees hired before May 1, 2015 shall have their seniority calculated from their date of hire as is the current practice.

Continuous Service is broken only by one of the following:

- a. Voluntary quitting or resignation.
- b. Discharge for proper cause.
- c. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when notice of ten or more works days has been delivered to the employee by certified mail or registered mail at the last address filed by the employee with the Director's Office.

- d. Unpaid leave of more than thirty (30) days.
- e. Layoff of more than twenty-four (24) months.

E. Part-time Employees. A regular part-time employee is an employee who is scheduled to work less than thirty-seven and one-half (37 ½) hours per week on a year-round basis. If part-time hours are increased at a work location, employees within that classification and location shall be offered the opportunity to work any greater number of hours. The rate of pay shall be that of the classification the employee is working or their current rate of pay, whichever is greater.

It is understood that the employee is considered a part-time employee even if the hours they are to work accumulate to thirty-seven and one-half (37 ½) hours a week. If the increase of hours to thirty-seven and one-half (37 ½) is more than three (3) consecutive months out of the calendar year, the Board will consider this position to a full-time position. This full-time position shall be offered to first the employee working the increased hours.

ARTICLE 2 – CONDITIONS OF EMPLOYMENT

ARTICLE 2 – Section 1 – Equal Employment Opportunity

The parties agree that they will not discriminate against any employee or job applicant because of race, color, creed, national origin, ancestry, age, sex, handicap, religion or sexual orientation or any other situation that may be covered by Federal or State of Illinois Legislation. The parties shall further ensure and maintain a working environment free from harassment, intimidation, and coercion at all sites and facilities at which the Union's members are assigned to work.

ARTICLE 2 – Section 2 – Employment Procedures

A. Eligibility for employment at the Belleville Public Library shall be based upon the competencies necessary to fulfill the position requirements. The Belleville Public Library does not engage in patronage hiring.

B. As an equal opportunity employer, the Library does not discriminate against any applicant on the basis of marital status, family relationship, or domicile. The fact that an individual is related to a union employee or to a Board member should not be a factor in making a decision to hire the employee. However, under no circumstances may an employee be assigned to a work unit in which decisions regarding her/his employment, duties or status are made under the supervision of a relative or an individual residing in the same domicile. For the purpose of this policy, relative is defined to include legal spouse, parent, child, adopted child, step-parent, step-child, brother or sister.

C. The Board delegates to the Library administration in conjunction with the Human Resource Department the tasks of recruitment, screening and recommendation of candidates. The Board in conjunction with the Library Director and Human Resource Director reserves the responsibility for making the formal employment appointment. No full-time position can be filled without formal approval by the board. In most cases, the effective date of employment will follow Board action. All recommendations for appointment to a full-time position must be submitted to the Personnel Committee of the Board prior to submission to the Board for formal approval.

D. The recruitment plan for all full-time positions must include the internal dissemination of a vacancy announcement to each member of the Union describing the available position within three (3) working days of a vacancy; the announcement must be posted in official designated areas.

ARTICLE 2 – Section 3 – Filling of Vacancy

For the purpose of this section a vacancy is created when the Employer increases the work force or increases the hours of work or fills a vacated position due to termination or retirement within the bargaining unit.

A. When a vacancy is created either by voluntary or involuntary resignation, promotion or acceptance of another position the order of selection shall be:

1. Full time qualified bargaining unit employees who request a job assignment.
2. Full time qualified employees who are in the next lower level.
3. All other full time qualified bargaining unit employees.
4. Part-time qualified employees in the next lower level.
5. All other part time qualified bargaining unit employees.
6. Qualified external applicant.

“Qualified” shall be determined by an objective and non-biased checklist that can be utilized to determine an applicant’s suitability for promotion or assignment. (See Appendix A) Upon request of the Union, all documentation shall be forwarded for independent and anonymous evaluation of qualification criteria. The Director will compile a score for each applicant in each of the four (4) criteria. The applicant with four (4) yes answers will be deemed most qualified and have first right of refusal or acceptance of the promotion or assignment. If no applicant receives at least three (3) yes answers, it will be determined that no applicant meets the minimum qualifications for the position. Upon that determination, external applications will be accepted. External applicants will be evaluated utilizing the same criteria

If two or more applicants are ranked equally, then Seniority will be the criteria utilized to break the tie.

Vacancies shall be posted at all work locations for five (5) working days. Vacancies shall be filled as soon as possible once the posting period has expired.

B. When increasing the hours of work it shall first be offered in the following order and consideration:

1. Part-time senior employee with qualifications within the Department where the hours are to be worked.
2. Part-time senior employees with qualifications of the Belleville Library.

- C. An employee can move from one level to another by bidding on a posted vacancy. The employee must be qualified and capable of performing the higher level work. All vacancies will be filled according to Section 3, A and B of this article.

If the increase of hours continues for more than one hundred twenty (120) days, the Union and the Employer shall reduce to writing the expected extension and both parties will need to agree to such an extension. The rate of pay for the increased hours shall be determined by the title the employee is temporarily working or their current rate of pay, whichever is greater.

When increasing the full-time or part-time status of the bargaining unit employees, it shall be posted at all work locations for five (5) working days. It is understood that all employees who apply and meet minimum requirements will be interviewed. Work experience and knowledge will be considered among all applicants. If employees currently working for the Library are determined to be qualified along with other applicants, seniority will be considered when determining the selection of the position.

At no time shall a current employee's rate of pay for doing Library work be lower than their current rate of pay unless they have successfully bid on a position on a full-time basis and said position's rate of pay is lower than the current rate of pay held by the employee

ARTICLE 2 – Section 4 – Probationary Period

- A. Probationary employees can be dismissed, at will, during the first six (6) months except that the library management cannot dismiss a probationary employee for an unlawful reason (e.g., discriminatory reason).
- B. Evaluations will be conducted after the first sixty (60) calendar days of employment and just prior to the end of the sixth (6th) calendar month.
- C. Satisfactory Evaluation
On completion of six (6) months of continuous employment, a satisfactory written evaluation recommendation by the supervisor, and approval by the Library Director, the regular employee will be placed on continuing status. A copy of this evaluation is to be retained in the employee's personnel file.
- D. Unsatisfactory Evaluation
The employee shall be notified in writing by the immediate supervisor of unsatisfactory performance immediately following an evaluation. In the event an unsatisfactory evaluation and recommendation for dismissal is made during the six (6) month probationary period written notice from the evaluator setting forth specific reasons must accompany the recommendation to substantiate the unsatisfactory performance. Probationary status may not be extended beyond the initial six (6) months.

E. Accumulation of Benefit Time

Probationary employees will accrue vacation, and sick leave, but cannot utilize such time until the probationary period is completed. Part-time probationary employees will earn vacation and sick leave on a pro rated basis. Unpaid personal days may be granted to probationary employees during the probationary period and upon six (6) months of continuous service with supervisor's approval.

F. Promotional Probationary Period

All employees receiving a promotion to a higher level position will serve a three (3) month probationary period. Evaluations will be conducted after the first forty-five (45) days of the promotion and just prior to the end of the third (3rd) calendar month. During the three (3) month period, the employee may decide to return to their prior position. Likewise, the Employer, with just cause showing the Employee's lack of ability to perform the duties of the promoted position, can return the Employee to their prior position during this three (3) month period. Promotional probation can be extended by mutual agreement of the parties for up to three (3) additional months.

ARTICLE 2 – Section 5 – Termination of Employment

A. Dismissal For Cause

1. No employees may be dismissed or otherwise disciplined except for just cause. Causes justifying discharge and any suspension during the discharge shall include, but are not limited to:
Insubordination (intentional refusal to follow a supervisory directive (supervisory directives may be issued by supervisor, Administrative Personnel, Library Director).
Theft;
Drinking intoxicating liquors or using illegal drugs on institutional time or property,
Inability to perform satisfactory assigned duties as a result of drinking alcoholic beverages or using illegal drugs;
Malicious damage to property, tools, or equipment;
Immoral or indecent conduct which violates common decency or morality;
Conviction of an offense involving moral turpitude, illegal or excessive use of drugs, narcotics, and/or intoxicants:
Working for another employer or for personal gain during the employee's regularly scheduled working hours at Belleville Public Library.
2. It is acknowledged that the principle of progressive discipline shall be followed except in extenuating circumstances such as conviction of a felony. This progressive discipline shall generally include a verbal discussion with the employee alerting the employee to the problem, a written warning to the employee, a suspension of one week from work, without pay, and then dismissal.

3. Dismissal for just cause shall also following the principle of due process in which the employee is provided a reasonable opportunity to:
 - a. Explain the problem, and
 - b. Correct the problem, and/or
 - c. Voluntarily resign.

Employees under investigation and/or suspension by the Board shall continue to be paid wages during said suspension; however upon valid termination (meaning after all mediation, arbitration, and/or final court action), no terminated employee shall receive severance pay.

4. When dismissed for cause other than specified in Section 1 above, continuing status employees will be given two weeks of pay in lieu of notice.
5. Union representation is allowed at all levels of discipline that are being considered by the Employer including investigations that may lead to disciplinary measures regarding that individual. Periodic performance evaluations are excluded from this clause. Any written discipline shall be removed from the employee's file and/or record if 12 months passes without the employee receiving additional discipline for the same offense. Discipline resulting in suspension shall be removed from the employee's file and record if two (2) years pass without the employee receiving additional discipline for the same offense.

B. Layoff Procedures

1. In every case of layoff, the Board shall give at least thirty (30) calendar days, written notice of the layoff to the employee, and shall certify therein that the layoff is for reasons not reflecting discredit on the employee.

These layoff procedures are activated when the Board determines that a specific position must be eliminated for economic reasons.

2. The Library Director shall maintain a list of full-time continuing status employees. This listing will be used in determining seniority for purposes of layoffs. For the purposes of establishing and maintaining a seniority listing, employment shall date from the Board-approved date of uninterrupted service – which the employee shall have worked for the Library; provided, however; that no employee shall be placed on the seniority listing unless the employee has completed the probationary period with the Library. The President of the Union bargaining unit shall certify the seniority list.
3. To insure that employment rights for full-time staff exceed those of part-time probationary or temporary employees, the following order of layoff will occur:
 - a. Probationary employees shall be laid off in reverse seniority.

- b. Continuing status part-time employees shall be laid off in reverse seniority order.
- c. Continuing status full-time employees shall be laid off in reverse seniority.
- 4. The intent of this section is to maintain seamless services and functions of each department within the library should layoffs become necessary. Therefore, it may be necessary to exempt from layoffs certain positions to maintain service and functionality in affected departments. If there is more than one employee in a position the above section, the least senior employee will be laid-off first.

C. Recall Procedures

- a. The Library shall recall first, full-time employees by seniority. Second, part-time employees shall be recalled by seniority. Lastly, probationary employees shall be recalled by seniority. An employee shall remain on the recall list for a period of twenty-four (24) months after being laid-off.
- b. Notice of recall to laid-off employees shall be made by telephone, or if said employee cannot be reached, by certified mail to the last known address. If said employee fails to return to work when the recall notice has been delivered to the employee by certified or registered mail at the last address filed by the employee with the Library within ten (10) working days of the receipt of such letter, all employment rights of said employee shall be terminated. It shall be the employee's responsibility to keep the Library informed at all times of changes in telephone number and mailing address, and the employee's failure to do so shall relieve the Library of any responsibility to recall such employee.
- c. Termination of seniority under this layoff procedure shall result when an employee refuses to accept an offer from the Library to return to work in any Union position.

D. Resignations

- 1. Resignations must be submitted in writing at least two (2) weeks in advance of departure of employment through the supervisor and the organizational chain of authority, who will notify the Library Director, and the Board. An exception to the above would be in the event of serious illness documented by a physician, or when the employee feels it would be in the best interest of the employee and the Library to terminate employment immediately. Failure to provide adequate notice shall be considered to be a violation of this contract and shall be noted in the employee's permanent records.

2. Employees who have served in the Library for more than twelve (12) months shall be entitled to accumulated vacation pay, not to exceed twenty-five (25) working days. Employees who have been with the Library for twelve (12) months or less shall be allowed pro-rated vacation pay in accordance with the schedule, provided proper written notice has been given.
3. Upon termination of employment, the employee and the Library Director shall meet and complete all paperwork associated with employment termination.
4. If the employee so requests, an exit discussion will be completed with the Library Director, Board personnel committee representative, and a representative from the Union.
5. Prior employment with the Belleville Public Library in no way entitles an individual to preferential consideration for future employment.

ARTICLE 2 – Section 6 – Work Schedules

A. Established Work Week

The established work week will be 12:01 a.m. Monday to 12:00 o'clock midnight the following Saturday.

B. Choice of Working Schedules

Seniority within the Department will govern choice of working schedule. Any change of the current work schedules that are in place can be changed with at least five (5) working days advance notice to the employee. This time frame may be reduced by mutual agreement.

C. Working Hours

The regular scheduled work week for full-time employees will be thirty-seven and one half (37 ½) hours, or seven and one-half (7 ½) hours per day. Breaks cannot be attached to beginning/end of day or lunch periods. At the mutual agreement of the supervisor and the employee, either a one-half (1/2) or a one (1) hour unpaid lunch period may be taken, provided that a seven and one-half (7 ½) hour working day is observed. The supervisor will only deny the request of the employee's length of lunch period for operational needs. The actual scheduling of the lunch period must be coordinated with the immediate supervisor. One 15-minute paid relief break shall be granted each employee for each 3 ½ hours of continuous work. A 10-minute relief break shall be granted each employee working at least 3 hours but less than 3 ½ hours.

D. Closed Facility Day

When the Administration determines that it is necessary to close a facility because of an emergency situation, to include inclement weather, the following shall apply:

1. Employees who are required to remain at, or report to work during a closed facility period shall be paid straight time for all hours actually worked during the closed facility period in addition to be paid for the closed facility day.
2. If a majority of the employees have already reported for work when the facility is declared closed, the day shall be considered a regular work day with early dismissal. Employees whose shift has begun while the facility has remained open and who do not report to work shall be charged with paid leave utilization as available in the order of personal leave, then vacation leave, then sick leave. Employees who reported to work shall be paid as though they had completed their scheduled hours. Employees who call off on the closed facility day shall be charged with the leave requested and approved.
3. An emergency situation at one facility shall not necessarily affect employees at any other facility.
4. These provisions only apply to the period of time in which the facility has been declared closed by the administration. It is possible that a facility could be closed for a portion of a day and open for normal operations for a portion of a day.

ARTICLE 2 – Section 7 – Overtime

The Library has the right to require employees to work overtime. However, situations often arise that may require employees to slightly extend their work day. An employee may be required to work no more than fifteen (15) minutes after their scheduled quitting time to ensure proper staffing levels at all times. When this becomes necessary, the employee shall receive compensatory time for additional time worked, not overtime pay. The compensatory time should be coordinated with the department supervisor to ensure proper staffing levels are maintained. Approved hours worked by employee's in excess of seven and one-half (7 ½) hours during any one work day shall be considered overtime and paid at the rate of one and one-half (1 ½) times the employees current hourly wage. The hourly wage is computed on the basis of 162.5 working hours per month (1,950 working hours per year). All overtime must be approved in writing in advance by the Library Director. In case of emergency, and the Director can not be contacted, the senior supervisor can authorize overtime. At the employee's option, compensatory time can be taken at the rate of one and one-half hours off per hours worked in lieu of overtime pay. Every attempt should be made by the employee and the immediate supervisor to schedule the use of this comp time within sixty (60) days of the date it was earned. In the event that overtime, accrued in the course of training, cannot be scheduled to the satisfaction of either party in the sixty (60) day time limit, an additional sixty (60) days may be added to the time limitation upon agreement by both parties. If the parties cannot agree to an extension, the accrued overtime shall be paid at the appropriate rate. Part-time employees will be eligible for the overtime rate after the

completion of thirty-seven and one-half (37 ½) hours of work during any given work week. Therefore, hours in excess of seven and one-half (7 ½) on any given day will not necessarily warrant the overtime rate for part-time employees only. Overtime shall be distributed as equally as possible among the employees who normally do the work. When overtime is worked the employee is paid at his/her appropriate rate of pay.

Call-Back

Any employee called into work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours at the appropriate rate of pay. This does not apply to shift extensions.

ARTICLE 2 – Section 8 – Legal Assistance

The Library Board shall provide a legal defense for all employees who have been sued for their alleged non-intentional conduct while an employee is acting in the course and scope of his/her employment. However, the Board shall not be obligated to provide legal defense for intentional and wrongful conduct.

ARTICLE 2 – Section 9 – Contracting Out

The Employer agrees not to eliminate employees through contracting out any of the bargaining unit work during the life of this Agreement.

ARTICLE 3 – HOLIDAYS AND LEAVES

ARTICLE 3 – Section 1 – Holidays

1. The Library facilities are closed on the following holidays and the employees shall receive full/prorate pay for these days:

New Year's Day	Thanksgiving Day
M.L. King's Birthday	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	
Veterans Day	

2. When any of these holiday fall on a Saturday or Sunday, the holidays will be observed on the particular day recognized by Board proclamation.

3. In order to receive full pay for the above-designated holidays, the employee must be in active pay status on both the workday immediately preceding and following the holiday. Active pay status is defined as actively at work or on paid leave (vacation, sick, personal, or bereavement leave).

4. Part-time employees will be paid for holidays on a pro-rated basis.

ARTICLE 3 – Section 2 – Paid Leaves

A. Vacation

All full-time employees earn an annual vacation of ten (10) working days in the first year of employment.

1. Employees shall accrue vacation time starting with their hire date and utilize in accordance with the following schedule:
Upon completion of:

1-4 years of service	10 days per year
5-11 years of service	15 days per year
12-19 years of service	20 days per year
20 + years of service	25 days per year

After completion of six (6) months, an employee may utilize accrued vacation days.

Vacation is accrued on a monthly basis. Beginning in January 2006, vacation is accrued beginning on anniversary date.

Accumulated vacation is payable upon termination, resignation or death at a rate of 100% of the cash value of the employees current daily salary. All payments under this section shall be made on the first payroll date beyond the first calendar month after termination of employment.

2. Accrued vacation may be taken at any time during the twelve (12) month fiscal period: however, it must be planned to accommodate the flow of work and must be approved by the immediate supervisor. Seniority shall be the basis for determining the first choice of vacation dates if a scheduling conflict develops.
3. Calendars will be distributed the first week in January, April, July and October to the most senior employee in the department. The most senior employee will plug in requested vacation for the next three (3) months. The calendar will be passed to the next senior employee accordingly until all employees have signed up for requested vacation. After this process is complete, any days not already requested during that three (3) month time frame will be granted on a first come, first serve basis. Except in emergency situations, requests shall be turned in to the supervisor two (2) weeks prior to the date of the request.
4. Holidays occurring during vacation leave will not be charged against vacation days.
5. A maximum of five (5) weeks or twenty-five (25) working days of vacation leave may be taken during one fiscal year period.
6. Vacation leave days may accumulate to a maximum of five (5) days as of anniversary date of each year. If more than five (5) days have been accumulated as of the anniversary date, then the employee shall earn no more vacation until that month in which the employee has used the vacation days in excess of five (5) days. If the employee has attempted to schedule vacation and has been denied by the Employer, such days denied shall accrue indefinitely. In the event the employee has attempted to schedule his/her vacation and the Employer has denied such vacations, the maximum accrual rule shall not apply. This clause applies to part-time employees also.
7. An employee shall select his/her vacation according to seniority within his/her normal area of work which they are assigned. However, it is understood that employees can cover other areas of the Library to insure that as many vacation requests as possible be granted.
8. Paid vacation days shall be pro-rated for part-time employees.

B. Sick Leave

1. Full-time employees shall be credited with sick leave at the rate of one and one-fourth (1 ¼) days per month (15 days per year). Accumulation of sick leave balance shall be unlimited. A holiday occurring during absence for sickness or injury shall not be charged against sick leave credits.
2. An employee shall call in his/her absence to the immediate supervisor, or person designated by the Director of the Library, as soon as possible prior to the start of his/her shift unless there are extenuating circumstances.
3. Sick leave is taken by any full-time employee due to illness or injury, or due to the illness or injury of a member of the immediate family or who resides in the same household. Sick leave may also be used for the serious illness or injury (hospitalization or visitation to the doctor) of any other member of the immediate family for up to five (5) consecutive days per occasion. Requests for extension of this leave beyond five (5) days may be considered by the Director of the Library. Immediate family shall be defined as the employee's legal spouse, child (natural born, adopted, or step-children), parents, and/or step-parents, grandparents, brother and sister, including same family members of the legal spouse, and including those living in the same household of the employee.
4. Paid sick leave days shall be pro-rated for all part-time employees.
5. For every three-(3) days of unused sick leave from the previous fiscal year, an employee will be credited one day of compensatory time to be used during the coming fiscal year. No fractional days of compensatory time shall be utilized in the calculation of incentive time. No more than five (5) compensatory days may be accumulated in a fiscal year. This provision shall not diminish the accrued number of sick leave days. Incentive days shall be pro-rated for all part-time employees.
6. A. Upon returning to work, an employee who has been absent due to personal illness or disability may be required to present a statement from a physician stating that the absence from work is required, if there is reason to suspect abuse of sick leave such as excessive absenteeism. Such statement will normally apply to employees absent from work for three (3) or more consecutive workdays. The physician's statement shall state the following: 1) that the employee's absence was necessary; and 2) that the employee is fit to return to work.

B. The employer shall have the right, at its discretion, to verify the report of the medical practitioner. The employer may, at the employer's expense require the employee (without loss of time) to be examined by a physician selected by

the employer to determine whether the employee is able or unable to report to work.

C. If an employee has received sick leave contrary to the Employer's policy, or through any misrepresentation made by the employee or by others on the employee's behalf, said employee is subject to discipline, up to and including termination.

7. Sick Leave Donation Program - Employees may donate up to six (6) sick days per year, three (3) in the month of January and three (3) in the month of June, to the Sick Leave Donation Bank. Employees may be eligible to receive donated sick days for documented major medical problem. Major medical problem is defined as a catastrophic or severe illness or serious injury. Major medical problems include, but are not limited to, cancer, heart disease, or stroke. Documentation of such illness or injury shall be consistent with applicable contractual provisions. A panel made up of the Library Director and the Library Board shall review requests for donated sick time and determine if employee meets the criteria for donated time.

GUIDELINES:

1. A leave share recipient must have exhausted all accrued vacation, compensatory time and sick days prior to receiving donated sick time and;
2. Been employed by the Library for a minimum of twelve (12) months and;
3. Fellow employees have voluntarily donated sick days. All donations will remain anonymous. Leave share hours granted are subject to availability.
4. Employees will not be allowed to donate to this program unless they have at least thirty (30) accumulated sick days and may only donate up to six (6) per calendar year time.
5. Requests for donated sick leave must be submitted to the Director in writing and be accompanied by supporting medical documentation. Management will call a meeting of the panel to review any requests for donated sick time.
 6. Employees shall voluntarily donate sick days by notifying the Library Director, in writing, as to the number of days, up to six (6) per calendar year, they choose to donate. The names of those donating shall be kept confidential by the Employer.
 7. Employees shall voluntarily donate sick days by notifying the Library Director, in writing, as to the number of days, up to six (6) per calendar year, they choose to donate. The names of those donating shall be kept confidential by the Employer.

8. Approval for receiving donated days shall be made by the panel of the Library Director and the Library Board and shall not be denied in an arbitrary or capricious manner.

C. Funeral Leave

When there is a funeral of the husband, wife, father, mother, child, step-child, significant other living in the same domicile brother, or sister of an employee, such employee shall be allowed five (5) days time off with pay, not including Saturday and Sunday if not scheduled to work. When there is a funeral within the immediate family the employee shall be allowed three (3) days off with pay, not including Saturday and Sunday. Immediate family for this leave shall be son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepfather, stepmother, niece, nephew, grandfather, grandmother and grandchildren for the employees only. Part-time employee's funeral leave shall be granted on a pro-rated basis. Requests for funeral leave for individuals living in the same domicile shall be granted in the amount of three (3) days.

If the funeral is over two hundred (200) miles away two (2) sick days can be used for travel time. If a death occurs while the employee is on vacation, vacation leave will be cancelled and be replaced by the appropriate bereavement leave. If an employee is a pall bearer time off shall be granted; sick leave can be requested.

D. Personal Leave

Effective May 1st of each year each employee shall be credited with three (3) days of paid personal leave. Subject to the approval of the immediate supervisor, this leave may be used for personal business. Such leave shall not be arbitrarily denied.

This leave is not to be used as an alternative to vacation leave. Unused personal leave shall convert to sick leave and shall be added to each employee's accumulated sick leave balance on April 30th of each year. Part-time employees' personal leave will be calculated on a pro-rated basis. Such requests shall be granted in the order requested by the area which the employees are normally assigned and by utilizing staff from other areas in order to grant as many requests as possible.

E. JURY DUTY

Employees of the Library who are called for jury duty or subpoenaed as a witness, shall receive full pay for time on such official duty, but shall refund to the Library any

money received for such duty except for transportation money which is retained by the employee. Employees shall not be required to work while serving on jury duty.

ARTICLE 3 – Section 3 – Unpaid Leaves of Absence

1. Requests for unpaid leaves of absence must be submitted to the immediate supervisor and through the organizational chain of authority. Reasonable cause for request must be shown, and the individual cases will be decided on their merit by the Director.
2. The employee shall not be paid during the leave period but all contract rights and seniority shall continue. Full insurance premiums must be paid by the employee during the period of leave if the employee chooses to retain these insurance coverage's.
3. An Employee must submit written notice to the immediate supervisor of the intent to return to work at least ten (10) working days prior to such date.
4. An employee who chooses to resign rather than return to work following such unpaid leave, should submit such intent to the immediate supervisor in writing at least ten (10) working days prior to the expiration of such leave.
5. An employee returning from unpaid leave shall be reinstated to the same position held prior to the start of the unpaid leave.
6. Unpaid leaves of absence may be granted under the following circumstances:
 - a. Adoption: Each leave for this reason is limited to six (6) months in duration.
 - b. Parental leave: Each leave is for this reason is limited to six (6) months in duration.
 - c. Disability/Medical: Leave for this reason is limited to twelve (12) months following the exhaustion of paid sick leave and the leave request must include a medical opinion from the employee's personal physician. The Library reserves the right to obtain a second physician's opinion at the expense of the Library. A physicians release to work is required to be on file before the employee may return to active duty. In the event that the individual is unable to return to active duty following the initial twelve (12) month leave, the Board may continue the unpaid leave for a specified period of time or may terminate the employment relationship.
 - d. Educational Leave: Each leave for this reason is limited to twelve (12) months in duration.

A. Maternity/Paternity Leave

1. Maternity leave of up to twelve (12) months shall be granted to female employees for the birth of a child. A pregnant employee may continue to hold her position as long as she is physically able to perform the tasks required of that position. The determination of when maternity leave should begin is to be made

by the employee's regular physician who is most familiar with the pregnancy and health conditions of that employee.

2. An employee must submit a written request for maternity leave or resignation through the supervisor and the organizational chain of authority, giving six (6) weeks notice of such departure.
3. During the period of maternity leave, the employee may choose to utilize paid leave, to use unpaid leave, or a combination of paid and unpaid leave. Any leave which is to be paid and charged to sick leave is limited to the period of physical disability as documented by the attending physician. Any leave which is to be paid and charged to either personal leave or vacation shall not exceed the balances in those leave accounts. During the maternity leave all rights and seniority shall continue to apply as though the employee were on active duty. The employee shall continue to earn leave time as long as the employee is receiving pay; no leave time shall be earned when the employee is in non-pay status. Medical, life and disability insurance will continue in force and the premiums will be paid in the normal fashion until the actual date of birth and for as long as the employee is in a pay status. The employee has the option of continuing the coverage's and paying 100% of the premiums when the employee is on unpaid leave.
4. An employee must submit a written notice to the Library Director of the intent to return to work at least thirty (30) days prior to such date, or not later than the beginning of the eleventh (11) month of the maternity leave when a twelve (12) month leave has been granted.
5. An employee who chooses to resign rather than return to work following such maternity leave shall submit such intent, in writing, through the organizational chain of authority, not later than the beginning of the eleventh (11) month of the maternity leave.
6. An employee returning from maternity leave shall be reinstated to the same position.

B. Military Leave

The employee who is involuntarily drafted or recalled to active military duty will be given a full credit for each year or pro-rated part of a year they remain on active duty involuntarily. Such credit will be used for placement on the salary schedule and for retirement purposes. Employees who are members of the National Guard or Reserve Units shall be provided with unpaid leave for the purpose of meeting duty requirements. Employees may choose to utilize vacation or personal leave for such military leaves.

C. Family Medical Leave

1. The purpose of this contract provision is to achieve compliance with Federal Family Medical Leave Act (FMLA)
2. The employees eligible for leave under this provision are all full-time employees and those part-time employees who have been employed for at least twelve (12) months or have worked a minimum of 1,250 hours.
3. Family Medical Leave shall be provided to those eligible employees requesting it for one or more of these reasons:
 - a. The birth of the employee's child or to care for such child;
 - b. A child's placement with the employee for adoption or foster care;
 - c. To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition; or
 - d. The employee's own serious health condition.
4. FMLA leave for a newborn child or for adoption or foster care placement of a child must be completed within twelve (12) months of the birth, adoption, or placement, and must be taken all at one time. FMLA leave for a serious health condition may be taken intermittently or on a reduced time basis (e.g., by working fewer days in a week or by working fewer hours in a day), but only if such a schedule is needed for medical reasons.
5. The Family Medical Leave shall be unpaid and shall consist of up to twelve (12) week per calendar year depending upon the actual need. Employees requesting the leave shall provide physician's statements in cases of health conditions and appropriate agency documents in cases of adoption or foster care.
6. As part of the twelve (12) week family medical leave, the employee may choose to use paid vacation and/or personal leave in any of the four (4) cases cited in Subsection 3D3 above. In the case of the employee's own serious health condition or in the case of the health condition of a spouse, child, or parent, paid sick leave may be used as part or all of the twelve (12) week family medical leave.
7. During any family medical leave period, the Library shall continue to pay the normal employer's share of all insurance premiums as if the employee were still actively at work and the employee shall continue to pay the normal employee share of all insurance premiums
8. The employee retains his or her employment position during and after any family leave.
9. "Serious Health condition" is defined in the FMLA legislation as a health condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. If inpatient care is not required, a serious health condition occurs where (1) the condition requires an absence of more than three (3) days from work, school, or other regular daily activities, or (2) the condition is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) days, or (3) the treatment is prenatal care.

10. "Continuing treatment" requires that the employee or family member be treated by or under orders of a health care provider two or more times for the injury or illness, or that the person be under continuing supervision for a chronic condition or disability that cannot be cured.

ARTICLE 3 – Section 4 – Health and Welfare Benefits

A. Health and Welfare Benefits

The employer agrees to maintain health and welfare coverage under its plan in effect as of the execution date of this agreement. If the employer contracts with another carrier during the term of this agreement, the Employer agrees to provide similar or better coverage.

All full-time employees shall be provided a group health and welfare benefits plan. The Employer agrees to pay four hundred and ten dollars (\$410.00) per month for the term of this agreement for full-time employees and dependents beginning May 1, 2016. The Employer will continue to pay three hundred and eighty-five (\$385.00) per month until May 1, 2016. If it becomes necessary to increase monthly premium payments over said amount (s), the Employer shall be required to pay only up to the following amounts over and above the four hundred and ten dollars (\$410.00).

The Employer will pay the employee's portion of the health care increase effective upon contract ratification through April 30, 2018.

An employee who declines Health Insurance coverage will continue to be eligible to receive dental, eye and life insurance benefits.

Fifty percent (50%) of any increase (s) in single or dependant coverage.

The employer shall deduct from an employee's wages the other fifty percent (50%) of any increase (s) over and above the four hundred and ten dollars (\$410.00) starting May 1, 2016.

Any part-time regular new enrolled employee who is scheduled to work a minimum of one thousand forty (1,040) hours annually and is on the regular payroll is eligible to participate in the group Health and Welfare Plan as long as the part-time employee pays fifty percent (50%) of the current premium. Any part time employees who are enrolled in the plan prior to May 1, 1995 will be grandfathered in at their current pro-rata contribution rate.

There shall be a sixty (60) day qualification period for new employees, during which time the employee will not be covered by the Employer's health and welfare plan, nor shall the Employer be responsible for any payments toward health and welfare coverage on behalf of said new employee.

Employees who retire from or become disabled due to employment by the Employer and who are vested with the Illinois Municipal Retirement Fund through employment by the Employer

are eligible to purchase health and welfare benefits as provided under the health and welfare benefits plan at the time of retirement; provided that: 1) the retiring employee purchases the plan at the time of retirement or disability; 2) the retired or disabled employee coverage is available under the terms of the plan; 3) the retired or disabled employee pays the insurance carrier directly for said health and welfare benefits according to the terms and conditions of said plan; and 4) said plan, benefits, coverage, costs and payments, as any changes therein, shall be separate and apart from this Agreement and shall not be subject to the grievance procedure or any other provision of this Agreement.

The Employer agrees that it will consider suggestions from the Union for methods in which the Employer may reduce the cost of insurance and/or implement effective cost-containment programs. This section does not mean that the Employer relinquishes its sole authority to select the benefit levels and options and payments provided in this Article.

Upon the request of the City, this bargaining unit or other bargaining units, insurance committee meetings will be scheduled city wide on a quarterly basis to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from each bargaining unit, along with six (6) management representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to approval of the City Council.

The failure of any provider (s) to provide any benefit for which the Employer has contracted, through a self-insured plan or under a group policy/policies issued by an insurance company or other provider, shall result in no liability to the Employer nor to the Union, nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement.

A difference between an employee or (his/her beneficiary) and the insurance carrier (s) or provider (s) or the processor of claims shall not be subject to the grievance procedure provided for in this or any other agreement.

B. Retirement

Employees who work 600 or more hours per year are covered by Illinois Municipal Retirement Fund (IMRF). To qualify for an IMRF pension you must have at least eight years of service credit, not be working in any position which qualifies for IMRF coverage and you must be at least age 55.

C. Retirement Benefits There shall be no pay upon separation for unused sick leave, except for retirement in which case the Employer shall compensate the retiring employee as follows:

1. Employees who retire shall be eligible for cash payment of unused accumulated sick leave at the rate of \$2.00 per hour for the first 1000 hours and \$4.00 per hour for all accumulated sick leave over 1000 hours.
2. **Payment for Accumulated Unused Sick Leave toward Insurance.**
Effective upon ratification, any employee who retires may select, as an alternative to cash payment, to apply the value of his/her accumulated sick leave payment to purchase continued group medical insurance at the group rate. The value of sick hours shall be \$1.50 per hour for the first 1000 hours and \$3.00 per hour for all accumulated sick leave over 1000 hours. There will be a maximum of 1,920 cash compensable hours under this section. An employee eligible for this benefit must select, at the time of retirement, to apply his/her unused sick leave payment for this purpose. Once the payout determined under this Section has been exhausted, the Employer will notify the retiree, and the retiree will have the option of continuing the group medical insurance at his/her expense in accordance with applicable statute.
3. In lieu of cash, unused sick leave maybe credited to the IMRF at the rate of 20 days for one month of credit up to a maximum of one year of service credit.
4. All payments under this section shall be made on the first payroll date beyond the first calendar month after termination of employment.

ARTICLE 4 STAFF DEVELOPMENT

ARTICLE 4 - Section 1 - Workshops, Conferences, Seminars

The Library realizes that continuing education is an important aspect of staff development. Employees are encouraged to attend meetings which are directly related to their current position in the organization. Approval must be given by Director and Department Head. This approval will be based upon the following criteria:

1. Maintenance of staff schedules.
2. Applicability of event to staff member's primary responsibilities in the Library.
3. Recommendation of staff members Department Head and Library Director.
4. Funds available in budget.

If approved, and the budget allows, the Library will pay registration fees, travel costs, lodging, and other necessary expenses.

ARTICLE 4 - Section 2 - Continuing Education

Employees wishing to take courses relevant to Library work must receive prior approval from the Library Director. Any denial will not be capricious. In order to qualify for 100% tuition reimbursement, successful completion of the courses with a passing grade of not less than a C must be achieved. This section shall not apply to general study courses not directly related to Library work.

A maximum of three (3) employees on a first come basis, starting with May 1, 1994, and each contract year thereafter will be granted up to (\$5,000) five thousand dollars per contract year of total credit.

An employee, part-time or full-time, must be employed twelve (12) months before qualifying for continuing education benefits other than those offered through the Illinois Heartland Library System.

If the Employee terminates employment within twelve (12) months of any tuition reimbursement, the Employee shall pay to the Employer 100% of the reimbursement.

If the employee is terminated by the employer for just cause within twelve (12) months of any tuition reimbursement, the employee shall pay to the Employer 100% of the reimbursement. .

ARTICLE 5 – LABOR/MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management, representatives of the Library shall meet with the appropriate Union committee at least four (4) times annually. Meetings can be called for more frequently by either party.

ARTICLE 6 - SAFETY AND HEALTH

Employees agree to report to their supervisor any conditions and practices that may cause injury to persons or library property as soon as possible. Employees injured or exposed to illnesses during their work hours and the performance of their work duties shall be provided with all necessary medical treatment as per the Illinois Workers Compensation Act.

Staff are required to complete accident/incident reports and submit them to the Library Director or designee within twenty-four (24) hours of the occurrence of any incident.

The Library shall review injury reports for patterns of unsafe and unhealthy working conditions. When an unhealthy or unsafe working condition is found, the Library shall attempt to correct it as soon as possible.

No employee shall be authorized to monitor, review or download footage from the security cameras except for the purpose of identifying an incident documented by an accompanying incident/accident or at the express direction of the Library Director.

For the purpose of the safety and welfare of the employees and the customers who we serve, the parties agree that adequate staff shall be working at all times. No employees should be left alone on a floor or at Branch. Except in an emergency, two (2) employees shall be present on each floor and at Branch at all times. In order to insure work place safety, the Employer shall endeavor to provide employees with relevant safety training.

ARTICLE 7 - UNION RIGHTS

Information Provided to the Union - The Employer agrees to provide the Union each six (6) months 1.) A seniority list containing date of hire, title and/or classification, and their current rate of pay. The Employer also agrees to notify the Union of any new hires, promotions, transfers, layoffs, disciplinary actions and terminations as they occur.

ARTICLE 8 - WAGES

Section 1 - SALARY SCHEDULE 2015

Effective May 1, 2015 library employees shall receive a 2% across the board increase. Effective May 1, 2016 library shall receive a 2% across the board increase. Effective May 1, 2017 library employees shall receive a 2% across the board increase.

In the event the employer determines that there are insufficient funds or lack of work, and layoffs are necessary as a result of inadequate or diminishing State funding; the employer and union agree to reopen negotiations to explore and consider alternative measures to include cost-of-living-adjustments to prevent employee layoffs or reduce the number of layoffs and duration. The employer and union agree to no more than thirty (30) days of reopening negotiations. If no alternative measures are agreed to, the employer may proceed with any planned layoffs or other measures in compliance with State and Federal law.

2015	Grade	Job Title	Probationary Rate	Base Rate
	2	PT Clerk	\$12.7756	\$14.2354
	3	FT Clerk	\$12.8083	\$14.2722
	4	FT Lib Tech	\$14.2350	\$15.7570
	5	FT Asst. D. H.	\$16.9546	\$18.8503
	6	FT D.H.	\$19.2198	\$21.3744

2016	Grade	Job Title	Probationary Rate	Base Rate
	2	PT Clerk	\$13.0312	\$14.5201
	3	FT Clerk	\$13.0645	\$14.5577
	4	FT Lib Tech	\$14.5197	\$16.0722
	5	FT Asst. D.H.	\$17.2937	\$19.2273
	6	FT D.H.	\$19.6042	\$21.8019

2017	Grade	Job Title	Probationary Rate	Base Rate
	2	PT Clerk	\$13.2919	\$14.8105
	3	FT Clerk	\$13.3258	\$14.8489
	4	FT Lib Tech	\$14.8101	\$16.3937
	5	FT Asst D.H.	\$17.6396	\$19.6119
	6	FT D.H.	\$19.9963	\$22.2380

Entry rates only pertain to new hire probationary employees.

ARTICLE 8 – Section 2 – Longevity

Longevity pay will be added to the employee's pay rate upon completion of the following years of service:

Upon completion of (5) years of service:	\$.20 per hour
Upon completion of (10) years of service:	\$.40 per hour
Upon completion of (15) years of service:	\$.65 per hour
Upon completion of (20) years of service:	\$.95 per hour
Upon completion of (25) years of service:	\$1.25 per hour

ARTICLE 8 – Section 3 – Promotions/Transfers/Demotions

- a. Promotions – When an employee is promoted from a lower classification, the employee shall receive a wage increase of \$1500.00 per classification step or the base wage of the class, whichever is greater, plus any longevity the employee is entitled to, calculated according to the higher classification pay rate.
- b. Transfers – When an employee changes jobs within the same classification, there shall be no increase in wages.
- c. Demotions – When an employee moves to a job in a lower classification at the employee's own request, the employee will lose the difference between the base starting wage of the two levels and maintain their seniority earnings. When an employee is required to move to a job in a lower classification because the Employer has eliminated the employee's present job, the employee's wages shall not be reduced.

ARTICLE 8 – Section 4 – Position Audit

One year from this contract negotiation an employee may request that the Library Director conduct a job audit on his/her position. The Library Director and the employee's supervisor shall meet and discuss the employee's actual job duties. The audit results will be sent to the Library Board for review within 30 days of the request.

The results and reasons of the job audit shall be reduced to writing no later than the next regular board meeting from the date of the request. If the audit substantiates there is need for higher level classification, the employee shall be paid at the higher rate the date the audit is requested by the Library Board.

An employee may request as frequently as once a year and with no more than three requests brought before the Board in any one month. If more than 3 requests are received in any one month, seniority will determine which 3 requests will be reviewed.

ARTICLE 8 – Section 5 – Residency

As a condition of employment, new employees must reside within the corporate limits of the City of Belleville. All new employees shall have fifteen (15) months from the date of hire to comply with this provision. Employees with more than twelve (12) years of service with the city may reside within St. Clair County.

ARTICLE 9 – TERMS OF AGREEMENT

This Agreement shall become effective the 1st day of May 1, 2015, and remains in effect through April 30, 2018. It shall automatically continue thereafter from year to year unless either party notifies the other in writing at least ninety (90) days prior to the termination of its current period of validity of a wish to modify it.

Negotiations shall begin no later than sixty (60) days prior to termination of its current period of validity.

In witness, whereto, the parties hereto have duly executed this Agreement.

FOR THE BOARD OF TRUSTEES

FOR THE UNION

By: Carol Keeley
Chairman

By: Terril Bassler
Local President

Date: 1/25/2016

Date: 2/1/16

By: Carla Gillespie
AFSCME Council 31

Date: 2-1-2016

APPENDIX A

Promotion Checklist

Name: _____
Current Department: _____
Current Position: _____
Promotional Department: _____
Position Requested: _____
Hire Date: _____

1) Has applicant served in his/her current position for at least one year without documented performance issues?

Yes No

2) Does the applicant meet the minimum qualifications set forth by the job description?

Yes No

3) Does the applicant meet the minimum education requirements required for the position?

Yes No

4) Has the applicant performed equivalent or substantively similar duties as those required for the position being applied for?

Yes No

Attach:

- A. Completed application
- B. Resume
- C. Verification of formal education credit
- D. Most recent performance review
- E. Documentation of corrective action
- F. Verification of continued education (if available)
- G. Job description of current and requested position

Documentation anonymously reviewed by:

- Union President or Designee
- Human Resources
- Library Board