

MEETING AGENDA
Personnel, Policy, and Public Relations Committee
Tuesday, February 12, 2008 @ 5:00 p.m.
(in the DPL Board Room)

- I. Call to order – Garry Davis, Chair

- II. New Business
 - a. Arbitration decision
 - b. Other

- III. Old Business
 - a. Grievances
 - b. Other

- IV. Adjournment

DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES
Personnel, Policy, and Public Relations Committee Meeting
September 6, 2007

I. CALL TO ORDER

Garry Davis, Chair, called the meeting to order at 4:34 p.m. Members present: Mr. Eugene King, Board President, Shirley Moore, Vice President, Carol Craig, Sally Krigbaum. Darryl Barbee was absent. Staff present: Lee Ann Fisher, City Librarian and Karen Bjorkman

II: OLD BUSINESS:

Lee Ann presented the Assistant Head of Circulation job description for review and asked that it be considered for posting. Recommended to the Finance and Property Committee for consideration of salary \$30,600.00

Lee Ann presented the Disaster Plan for approval by the committee as this is required for the per-capita grant to the State of Illinois.

Motion to approve the Disaster Plan with recommended changes by Shirley Moore and seconded by Sally Krigbaum. Motion approved by voice vote.

Discussion on the Village Mall.

III: NEW BUSINESS:

A new Interlibrary Loan Policy was presented. This refers to material that the library is unable to borrow through Rolling Prairie Library System.

Motion to approve by Sally Krigbaum and seconded by Shirley Moore. Motion approved by voice vote.

IV. ADJOURNMENT

Meeting adjourned at 5:30p.m.

Respectfully submitted,

Karen Bjorkman

Karen Bjorkman
Assistant City Librarian

City of Decatur and
Decatur Public Library
employer
and

Council 31, American Federation
of State County and Municipal
Employees, Local 268
Union

Issue: Refusal to Bargain; unilateral
revision of job descriptions

Grievant: Local Union

Appearing for the Union: Scott D. Miller, AFSCME counsel
Appearing for the Employer: Edward Booth, Esq

Opinion Explaining Decision of Arbitrator Ellen J Alexander

Introduction and Statement of the Case

The undersigned was jointly appointed by the parties pursuant to their collective bargaining agreement (May 1, 2004 through April 30, 2010) to hear and consider a grievance filed by the Union on July 11, 2006. This arbitration hearing was held in Decatur Illinois on October 4, 2007. Testimony was taken under oath and various exhibits admitted.. Joint Employer (the City and) Decatur Public Library (DPL), elected not to cross examine witnesses, present witnesses or submit exhibits. The parties gave oral opening and closing arguments and filed post hearing argument or authority. I have read and considered all arguments, including the Union-submitted seventeen arbitral, ILRB, IELRB, NLRB, Illinois appellate or supreme court decisions.

The instant grievance asserts that

The employer violated numerous articles and sections of the collective bargaining agreement between AFSCME 268 and DPL when: The employer changed all job descriptions without prior consultation with the Union. Using this avenue as a form of retaliation against the Union membership.(un ex 1)

The grievance specifies Article I, IV, XXVII, XXIV. The relief that the Union requests is that

The employer shall rescind all changed job descriptions dated July 6, 2006 and negotiate any changes to job descriptions with the Union prior to submittal (sic) to the CSC.(jt ex 2, un ex 1)

On July 24, 2006 the Assistant City Librarian replied denying the grievance. He asserted that the union had given no basis for its retaliation charge, that "the legal issue is whether the employer must consult with the Union before changing a job description." He cited the bargaining agreement Management Rights Article II and Job Description Article XX, and further asserted that

The Union and the Library have agreed under the terms of the collective bargaining agreement that the Library has the exclusive right and power to determine and mandate each and every particular included in a job description ...

On July 13, 2006 Union Staff Representative Jerry Wright send a written Demand to Bargain to the City

...over the decision and the impact of the changes in job descriptions for all bargaining unit employees at the City Library

On its face these changes put employees in physical harm by requiring them to lift up to 100 pounds. In addition it puts them in a situation where they may face discipline for not being able to perform the duties assigned to them. It also puts in question if they are being properly compensated for the work they are performing.

Under the terms of S-CA-002 et seq Employers in Illinois may not unilaterally implement changes in mandatory subjects of bargaining without completing the bargaining and dispute resolution process. Accordingly please maintain the status quo during this period and so notify me in writing.

Mr. Wright listed several dates that he would be "available to meet and bargain over the decision and the impact of these changes."

This employer declined to bargain. First, the City Corporation Counsel on July 24, 2006 replied that "the City of Decatur is not in control of the Public Library. We do not employ any persons who work for the library."¹ Then on August 11, 2006, the library's regular attorney, Edward Booth, wrote a sparse reply stating in its entirety:

¹The City Manager as well as the Library Board chairman signed the collective bargaining agreement, and city ordinances make clear the City Council authority over the mayoral-appointed Library Board and its budget.) See Decatur Municipal Code chapter 21.

Job descriptions were a subject bargained and covered in the agreement

There is a zipper clause.

The Union responded back that management had, during "most recently concluded negotiations", made proposals "rejected by the Union" and that Management now, "some months later...is trying to implement changes that they failed to win at the bargaining table." Staff Representative Wright again offered to bargain, also now warning that continued refusal by the Library to "withdraw the proposed changes in job descriptions" or to bargain about them would leave no alternative but to file an unfair labor practice.

On September 11, 2006 AFSCME filed an Unfair Labor Practice with the State Labor Relations Board asserting as the wrongful act

The employer changed job descriptions of the employees requiring them to be able to lift 100 lbs. On July 13 the Union made a demand to bargain over the decision and the impact of the change. On August 11, the Employer sent a letter refusing to bargain.

Charging party AFSCME also requested

...immediate injunctive relief to prevent the pending physical harm to employees being required to lift up to 100 pounds. Instruct management to bargain over the proposed changes in job descriptions. Post a written notice on entrance doors to the Decatur Public Library stating they will stop this unfair labor practice and bargain with the Union.

On February 21, 2007, the State Labor Relations Board State Panel director signed an order of deferral to arbitration, following its.... "adopted... policy of deferring charges involving the application or interpretation of collective bargaining agreements" specifically the National Labor Relations Board (NLRB) deferral doctrine expressed in Dubo Manufacturing Corp 143 NLRB 431 (1963). The ILRB order states that

Under Dubo the Board will defer a charge and allow the parties' dispute to work its way through the parties' grievance arbitration procedure where the....process culminates in a final and binding arbitration award and there is a reasonable chance that the arbitration process will resolve the dispute State of Illinois (Department of Human Services) 19 PERI 114 (2003) (Un ex 4)

Issue

The Union poses the issue as

Whether the employer violated the collective bargaining agreement when it unilaterally issued new job descriptions to bargaining unit members without negotiation, and if so, what is the appropriate remedy?

The Employer poses the issue as

Whether the Library, prior to making job description changes, has to negotiate the job descriptions with the Union?

The issues are substantially the same and will both be addressed.

Cited or Relevant Provisions of the Collective Bargaining Agreement

Article I Recognition

Section 1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative and agrees to bargain wages, hours, terms and conditions of employment with the exclusive bargaining representative

Section 2 Legality

The Employer and the Union agree to abide by the Illinois State labor Act and any rules or regulations thereunder.

Article II Management Rights

Section 1

Except as amended, changed or modified by the specific provisions expressed in this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following

- (A) The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees;
- (B) The right to suspend, discharge, or otherwise discipline employees
- (C) The right to determine and change starting times, quitting times, shifts, and the

number of hours to be worked by employees

(D) The right to determine staffing patterns, including, but not limited to the assignment of the employees, duties to be performed, qualifications required and areas worked

(E) The right to make rules and regulations to govern the employees

(F) The right to determine individual qualifications and the qualifications required for the job classifications

(G) The right to contract out any work

(H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the library

(I) The right to determine and change the methods or means by which Library operations are to be carried on

Article IV Non-Discrimination

Section 2 Union Activity

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights under the Illinois Public Labor Relations Act, or under this Agreement, or on account of membership or nonmembership in the Union

Article VI Grievance Procedure

Section 1 Definition

A grievance shall mean a written complaint by the Union...that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

Article XII Temporary Assignment

A. The Employer may temporarily assign an employee to perform the duties of another job title. An employee who is temporarily assigned to a position with a higher pay grade than that of his/her permanent position shall be paid as if he/she had received da promotion with that higher pay grade.

Article XX Job Description

The Employer shall provide every bargaining unit employee with a copy of his/her job description

Article XXIX Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by the terms of this agreement or bargained about during the negotiations resulting in this Agreement.²

Record Evidence and Findings

The Union presented three witnesses: local union president and city water department employee Jerd Morstatter; Katherine Collette, union chapter chair for the Library subunit and a library employee since 1992; and Lee Wiley a sixteen year library employee. Both library employees currently hold the title of Junior Cataloguer. The Director of the Library, Lee Ann Fisher, was present for the Library but not called upon to testify. Several documents were entered of record as joint exhibits or Union exhibits.

On all of the relevant and persuasive evidence I find as follows. There have long been in effect written job descriptions for city and library positions both union and non union. These documents generally indicate that they have been "adopted" by the Civil Service Commission on a listed date.. On July 6, 2006, the CSC "adopted" newly revised descriptions for several positions at the library replacing job descriptions dated from a few to many years earlier. The new job descriptions had been revised by the Assistant Library Director (role of the Library Director undefined on this record.) There had been no consultation with or notice to the Union.

Several of the new job descriptions and their previous version were placed of record. The new descriptions largely but not entirely track previous descriptions; a few have significant differences. The job description adopted by the CSC on July 6, 2006 for the Library union position of "Systems Administration support Specialist" contains a newly added duty to "prepare and present instructional classes for public/staff on computer related topics as assigned." The job description for a non union position of Systems Administrator already

² Although by its terms it is a "Six year agreement" in effect until April 30 2010, the document was signed 3/29/2006 by the City Manager and Library Board president and 3/23/06 by the Union officers.

contained the task of teaching such computer classes and training of staff. The Library "Building Custodian" (pay grade 11) description revised for 7/06/2006 now contains the duties "knowledge of boiler alarms and shut off water valves", a responsibility previously found only in the "Senior Custodian" position (pay grade 12). Conversely, some lower ranked duties have been incorporated in the next grade higher position.. Custodian duties were inserted in the revised higher grade Senior Custodian description and Junior cataloger Collett testified that her new job description has duties which are found in the lower pay grade Cataloging Clerk I.³ ⁴

A focus of the Union protest, both as a safety issue and a potential source for future discipline is the addition of a high weight bearing requirement. The Systems Support specialist position now includes, under "required knowledge, abilities and skills," the "ability to lift and carry 50-100 pounds." This same requirement is found in the new descriptions for "catalog clerk I, Library Clerk I, Library Assistant, Bookmobile clerk driver, intra-library loan clerk.. Other changes address other physical stamina or motor movement characteristics. The new "Library Assistant Full Time" description has added "adequate eyesight, depth perception and color vision to perform duties; must be able to workinside and outside with temperature variations, with noise and vibration; must be able to turn, balance, push-handle, reach, stoop and stand for extended periods of time." Identical added physical capabilities language is now contained in the descriptions of Technical Services Clerk I, Extension Clerk , Junior Cataloger and Intra Library Loan descriptions dated 7/06/2006.

In the absence of testimony from any management witness, it would only be speculation to seek to understand the basis for the new physical stamina-related abilities. And with these new physical and environmental requirements, there is at least the possibility that an employee's demonstrated failure to meet the physical demands of his/her job could, as the Union points out, disqualify (or cause an enforced separation or demotion?) of that employee. Such problems may already exist in that the new language may be merely stating what has always been needed. In the

³ Ms Collette pointed to duties of withdrawing damaged items, removing bibliographic records for those items, and maintaining file on items to be replaced, as not found in the 1989 job description. She also pointed to the new language that the junior cataloger "must be able to work outside" which she said that she "never has to do."

⁴ The Library Clerk I (grade 9) description lists the duty "processes inter/intra library loan materials." A similar duty is listed in the Routing Clerk II position (grade 11). The Union makes the argument that by adding duties added to the lower ranked position taken from a higher ranked position, the Library avoids its obligation to pay the higher wage in "acting up" situations (Article XII) because the "higher" duties have been incorporated into the lower ranked clerk positions. But position descriptions already overlapped for many tasks. Here too, the rationale, the actual duties performed and the effect of technology all play a role. Some job descriptions go back to 1989 or 1983, others to 2002.

absence of any management testimony, I cannot ascertain whether these job requirements are relevant to the job, or whether the description modifications were motivated by a DPL history of weak, disabled, or reluctant library employees not willing or able to physically perform such listed duties as "shelving materials, moving large amount of materials."⁵

A final Union argument is that the employer had made a proposal on the subject which it would not have made "if it believed it already had it" (referring to the claimed unilateral management authority to make the changes.) And it is clear that during the most recent negotiations, the job description question was raised. According to Local Union president Morstatter and to Union exhibit 7, Library negotiators unsuccessfully proposed at a May 11, 2004 meeting revising Article XX.⁶ The Union contends that management is now seeking to obtain that interpretation through arbitration. Management argues--- and I am constrained to agree as discussed below-- that its authority to do what occurred here in fact largely if not totally existed already.

Issues for Arbitral Resolution: Discussion

The Library argues that the language of this contract is clear, both as to the management rights and the zipper clause. Unambiguous language "controls and determines any dispute between the parties" and under the existing language "the library has the right, without any qualification, to mandate all the elements that constitute a job description."

I must agree with the Library that the contract language covers the authority that it exercised here, and that language in Article II (Management Rights) is indeed both clear and directly on point:

Except as amended, changed or modified by the specific provisions expressed in this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following

.....

(D) The right to determine staffing patterns, including, but not limited to the assignment

⁵ Management Counsel repeatedly stressed that the only issue before me is the Library's authority to make changes—and not the wisdom, need, or basis for them. Presumably it was on that theory or basis that he elected not to cross examine, put on witnesses, or present evidence.

⁶The DPL's negotiation proposal states "It should be stated that the library may change job descriptions when circumstances require the change, and the library shall provide the employees affected, and the Union, with a copy of the modified job description 30 days before the modification becomes effective." The Union refusal left in the language already in place for Article XX which promises only that a copy of the job description will be provided. This is separate from the issue of changing job descriptions thoroughly covered in Article II..

of the employees, duties to be performed, qualifications required and areas worked

.....
(F) The right to determine individual qualifications and the qualifications required for the job classifications

.....
(H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the library

(I) The right to determine and change the methods or means by which Library operations are to be carried on (emphasis added)

For actions taken as to job content and qualifications, this clause is quite unusually detailed. The only commitment made to the Union is the Article XX obligation of management to "provide every bargaining unit employee with a copy of his/her job description." Article II is neither ambiguous nor does it fail to address exactly what occurred. The parties did bargain and set out their agreement on management authority to determine job qualifications, and duties. (How long the language has been in place is not in this record.) The question of such authority was not left open ended for future mid term bargaining. The job revisions imposed fall fully within the specifically enumerated authority.⁷

I recognize that in negotiations for the current contract, Management did propose—for Article XX— language which would re-state its authority to "... change job descriptions when circumstances require the change," but this effort does not affect the existing clarity of Article II on that exact question. The fact that there was a proposal to amend Article XX (a proposal rejected by the Union) does not overcome the fact that such management authority is already in the contract, with specific wording. It had been bargained before, and remains in effect for the duration of this contract. Thus, in response to the Union argument, this decision does not give to management authority that it a) did not possess and b) sought unsuccessfully to obtain in bargaining. The authority was already there.

The Union is correct that when a subject is not fully set forth in the collective bargaining agreement, and proposed management action mid contract term would affect "wages hours or working conditions" there is a mid-term obligation to bargain. The ILRA requires employers to "...bargain collectively" over policy matters directly affecting wages, hours, and terms conditions of employment as well as impact thereon" if the employee representative requests such bargaining. (See AFSCME v State Labor Relations Board 190 Ill App 3d 259 (1989).

⁷ It appears that there was a regrettable lack of consultation with the Union or with incumbents of the positions being revised. Whether the revisions were, as alleged, a "cut and paste job," and truly capricious goes well beyond this sparse record. But I note the doubling of weight lifting limits (or their being newly added.) I note the two directional movement (higher level duties added to lower grade positions and vice versa.)

But where—as here--- the parties had bargained the topic during negotiations, and placed an agreement over it in their contract, they have waived for the duration of that contract bargaining over that same topic. In the instant case, the Union has previously agreed to language which enumerates the management authority to revise job descriptions as circumstances require. This contract is explicit; it shows a “clear and unequivocal intent by the Union” to waive the right to bargain this topic during the term of the contract. See i.e. Illinois Department of Central Management Services ILRB opinion in S-CA-92-153 12/23/1993)

This contract also contains a zipper clause (Article XXIV):

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

The circumstances here do not involve a topic that “could have” been covered, or one that was addressed and not resolved. Therefore, it is not necessary to conduct a prolonged discussion of the contract’s zipper clause. But as worded, this zipper clause and Management Rights Article together avoid or negate any employer obligation to bargain this subject “covered by the terms of this agreement.” --job description revision. I need not analyze the somewhat confused and moving target efforts by the ILRB and the Illinois courts to create a theory of the “narrow zipper” versus “broad zipper” clause. Article XXIV in any event is “narrow” (i.e. as a waiver only of what has been actually bargained and incorporated) and it precludes any employer obligation to bargain the revisions. But I do not get to the result found in union-cited City of Chicago, L-CA-01-010 7/19/2002 at p. 7.. where the ILRB found that in their contract’s zipper clause the parties had waived not only “...the right to further bargaining over any of the issues present in the agreement itself, but also the right to negotiate over the effects of the mandatory retirement ordinance at issue there.”

In the instant case, the Union did not waive the right, and it had demanded to bargain over the effects of the job description modifications. It would appear that such effects could be profound, as concerns ability to do the job, safety on the job, discipline or disqualification from the job. The Illinois Public Labor Relations Act calls for bargaining over effects:

Section 4 Management Rights

...Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well

as the impact thereon upon request by employee representatives (5 ILCS section 4)

See also Section 10 (a) (4) Unfair Labor Practices

The Union argues that the action of the DPL was arbitrary, using the test of "whether there was a rational basis...for requiring all positions (from cataloguing clerks to custodians) to lift and carry 100 pounds and to be able to work outside with temperature variations noise and vibrations." I do not see my authority as extending to such an analysis, even were the record adequate, which it is not. However, clearly conditions of employment have been altered. And while this employer has enumerated authority to revise job descriptions, the **effects** of the otherwise authorized management exercise of authority are also a mandatory subject of bargaining. I do not find in this contract any waiver by the Union of the right provided by the ILRA (incorporated via contract Article I) to bargain the effects of revised job description. Nor do I find that the effects had already been bargained (as part of Article II).

To reiterate, this Union has not waived its right to bargain over the effects of the employer's actions, the job description revisions clearly impact working conditions and while this employer had no obligation to bargain over the revisions that it made to the job descriptions, I **do** find that the employer has the obligation to bargain over the effects of those revisions. The problem areas in the job revisions have been identified. I do not make a finding as to specifics; this record is inadequate for that. But I find no evidence here that the Union intended to waive its statutory right to bargain the **effects** of the job revisions

Finding

The Union has not established a violation of the collective bargaining agreement by the employer's action of revising job descriptions unilaterally. Its request for a return to the status quo is denied. But this labor contract does commit the employer in Article I section 2, to "abide by the Illinois State Labor Act (sic)" and therefore in my view the contract incorporates the obligation under the statute to bargain effects of the authority that was exercised in this case. There is also a suggested impact on (weakening of) the benefits of Article XII, (Temporary Assignment), with its pay protections possibly affected by the apparent shifting of duties between upper and lower graded positions, or some management duties brought in..

For all reasons stated, I find that the Union has met its burden to establish a violation of Article I (Section 2) which incorporates the State Labor Relations Act, and a violation of Article XII. It has provided no evidence of retaliation for Union activity. The Employer is directed to bargain in good faith with the Union over the effects of the new job revisions. I retain jurisdiction for 45 days solely to resolve questions as to the meaning or scope of this decision.


Ellen J. Alexander

11/20/07

MEETING AGENDA
Finance and Properties Committee
Tuesday, February 12, 2008 @ 4:30 p.m.
(in the DPL Board Room)

- I. Call to order – Beth Couter, Chair

- II. Financial Statements
 - a. January check register
 - b. YTD budget report

- III. New Business
 - a. Budget
 - b. Sale of old bookmobile
 - c. Other

- IV. Old Business
 - a. Discussion of lease property
 - b. Other

- V. Adjournment

DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES
Finance & Properties Committee Meeting
October 9, 2007

I. CALL TO ORDER

Beth Couter, Chair, called the meeting to order at 4:30 p.m. Members present: Mr. Eugene King, Board President, Nikki Rademacher, Rene Corcoran. Shirley Moore was absent. Staff present: Lee Ann Fisher and Karen Bjorkman. Guest present: Mark Gibson.

II: NEW BUSINESS:

Lee Ann explained the basic changes in the new phone system hardware and software. She stated that in checking the phone system the library had been overcharged in excess of \$4,000.00. A rebate check has been received.

Ms. Couter presented the financial reports for discussion before presentation to the full Board on October 18, 2007.

III: OLD BUSINESS:

Mark Gibson stated that Merle Norman and Artistic Expression are moving and will vacate the property by October 31, 2007.

Two businesses have requested extensions until August 2008. The committee was firm on the date of February 29, 2008; however, Mr. Gibson can bring specific offers to the committee.

Committee would like to refocus direction of Library Annex on library activities and recommended proceeding with the Local History and Cultural Center and that it is to be discussed at the next board meeting.

IV. ADJOURNMENT

Meeting adjourned at 5:30 p.m.

Respectfully submitted,

Karen Bjorkman

Karen Bjorkman
Assistant City Librarian

DECATUR PUBLIC LIBRARY
Library Fund Revenue

08 Budget

09 Budget

35/350

300000	Beginning Fund Balance	\$	545,936.00	\$	400,000.00
301103	Real estate taxes	\$	3,272,543.00	\$	3,501,621.00
302104	State replacement tax	\$	305,000.00	\$	385,436.00
302107	State grants or other	\$	125,000.00	\$	115,000.00
30559	Fines & fees	\$	63,000.00	\$	63,000.00
305510	Non-resident fees	\$	600.00	\$	650.00
305511	Lost or damaged books	\$	10,000.00	\$	11,000.00
305514	Copies and misc	\$	13,000.00	\$	15,000.00
304415	Meeting room fees	\$	12,000.00	\$	10,000.00
307101	Investment income	\$	42,000.00	\$	45,000.00
308846	Lease of library property	\$	40,000.00	\$	30,000.00
		\$	4,429,079.00	\$	4,576,707.00

35/3511

Library Fund Expenses

Personnel Services					
409000	Salaries	\$	2,110,825.00	\$	2,209,024.00
410100	Overtime	\$	4,000.00	\$	3,500.00
410200	Temporary salaries	\$	5,000.00	\$	2,500.00
410400	Retirement - IMRF	\$	354,629.00	\$	374,772.00
411100	Life insurance	\$	3,133.00	\$	3,250.00
411200	Medical insurance	\$	365,000.00	\$	370,000.00
411300	Unemployment	\$	-	\$	-
411400	Worker's comp	\$	32,800.00	\$	31,464.00
411500	Service recognition	\$	20,000.00	\$	20,000.00
	Total Personnel Services	\$	2,895,387.00	\$	3,014,510.00
Operating Expenses					
420100	Advertising	\$	400.00	\$	200.00
420200	Printing & binding	\$	8,000.00	\$	8,900.00
421000	Serv. To maintain bld.	\$	35,853.00	\$	35,000.00
421100	Serv. To maintain improvements	\$	1,000.00	\$	250.00
421200	Serv. - automotive equipment	\$	3,500.00	\$	5,000.00
421300	Serv. - office equipment	\$	20,000.00	\$	22,000.00
423000	MIS services	\$	21,795.00	\$	21,795.00
423100	Electricity	\$	200,000.00	\$	150,000.00
423200	Natural gas	\$	40,000.00	\$	20,000.00
423300	Telephone	\$	27,000.00	\$	30,000.00
423400	Water	\$	5,000.00	\$	5,000.00
423901	Bank Charge	\$	100.00	\$	150.00
424000	Training School	\$	750.00	\$	800.00
424100	Conference & travel	\$	6,500.00	\$	7,250.00
424500	Postage	\$	16,000.00	\$	17,500.00
424700	Computer software	\$	32,000.00	\$	20,000.00
426500	Medical expenses	\$	500.00	\$	250.00
427100	Temp. Agency fees	\$	2,000.00	\$	1,000.00
427200	Tuition reimbursement	\$	2,500.00	\$	2,000.00
427300	Travel interview expense	\$	100.00	\$	100.00

DECATUR PUBLIC LIBRARY

59/590	Library Trust Revenues	09 Budget
300590	Beginning fund balance - Cantoni (\$82,969.25)	\$ 90,028.00
300591	Beginning fund balance - Meyer (\$259,177.17)	\$ 282,592.00
300592	Beginning fund balance - Bridges	\$ 1,255.00
300593	Beginning fund balance - Donations	\$ 8,460.00
307103	Interest income - Cantoni	\$ 3,500.00
307104	Interest income - Meyer	\$ 12,000.00
307105	Interest income - Bridges	\$ 50.00
307142	Interest income - Donations	\$ 250.00
308805	Contributions	\$ 3,000.00
	TOTAL TRUST FUND REVENUE	\$ 401,135.00
59/591	DPL Cantoni Trust Fund Expenses	
458000	Books and periodicals	<u>\$ 30,000.00</u>
	Total DPL Cantoni Trust Expenses	\$ 30,000.00
59/592	DPL Meyer Trust Fund Expenses	
428000	Professional fees	\$ 10,000.00
449900	Small capital items	\$ 5,000.00
458000	Books and periodicals	<u>\$ 5,000.00</u>
	Total DPL Meyer Trust Expense	\$ 20,000.00
59/593	DPL Bridges Trust Fund Expenses	
458000	Books and periodicals	<u>\$500.00</u>
	Total DPL Bridges Trust Expense	\$500.00
59/594	DPL Donations	
458000	Books and periodicals	<u>\$9,000</u>
	Total DPL Donations Expenses	\$9,000
	TOTAL DPL TRUST FUND EXPENSE	\$59,500.00

**REGULAR MEETING AGENDA
DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES
Thursday, February 21, 2008 @ 4:30 p.m.
(in the DPL Board Room)**

- I. Call to order – Eugene King, President
- II. Approval of minutes
 - A. Regular meeting of January 17, 2008
- III. Communications from the public
- IV. City Librarian's report
- V. Reports of committees
 - A. Personnel, Policy & Public Relations Committee
 - i. Minutes of the January 12, 2008 meeting
 - B. Finance and Properties Committee
 - i. Minutes of the January 12, 2008 meeting
 - ii. Approval of bills for January 2008
 - iii. YTD budget report
 - iv. Budget for 2009
 - C. Rolling Prairie Library System
 - i. Rene Corcoran
 - D. Friends of the Library
 - i. January 14, 2008 meeting
 - E. Foundation
 - i. Information from the January 22, 2008 meeting
- VI: Old Business
 - A. Village Mall
 - B. Assistant Head of Circulation
 - C. Other
- VII: New Business
 - A. Security Guards
 - B. Other
- VIII. Serving our Public: Standards for Illinois Public Libraries
 - A. Chapter VI: Programming
- IX: Adjournment

DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES

**Regular Meeting
January 17, 2008**

I. CALL TO ORDER:

Eugene King, president, called the meeting to order at 4:31 p.m. Members present: Mr. King, Rene Corcoran, Shirley Moore, Garry Davis, Sally Krigbaum, and Darryl Barbee arrived at 4:47 p.m. Absent: Beth Couter, Carol Craig, and Nicholette Rademacher. Administrative staff present: Lee Ann Fisher and Karen Bjorkman. Others present: Mike Deatherage, Kathy Collett, and Nancy Rostek.

II. AGENDA:

Approved as presented.

III. MINUTES:

Motion by Mrs. Krigbaum, seconded by Mr. Corcoran, to approve the December 20, 2007, minutes as presented. Motion carried unanimously.

IV. COMMUNICATIONS FROM THE PUBLIC:

Ms. Fisher had no communications from the public.

Ms. Rostek commented that the library had donated \$58.00 to the Homeward Bound Animal Shelter.

V. CITY LIBRARIANS REPORT:

Ms. Fisher went over her report and added the information that she had participated in the Celebratory Chili Cook-Off at the mall on January 19, 2008. She advised the board that Barry Leonard is retiring from his position as head of Risk Management for the city.

The city has switched from Consociate to Blue Cross Blue Shield to manage the company Health insurance. The administrative staff have been working to deal with various problems that have arisen because of the switch.

Ms. Fisher reported that the city switched their computer system to Windows Vista and Matt has repaired most of the problems that this caused.

VI. REPORTS OF COMMITTEES

Personnel, Policy, and Public Relations Committee:

No meeting in January.

VII. NEW BUSINESS: None

VIII. SERVING OUR PUBLIC: STANDARDS FOR ILLINOIS PUBLIC LIBRARIES

Chapter IV: Collection Management

Ms. Fisher reported that the library more than meets the requirements for this standard.

IX. ADJOURNMENT:

Motion by Mr. Davis and seconded by Mrs. Couter to adjourn the meeting. Motion carried unanimously. Mr. King adjourned the meeting at 5:48 p. m.

Respectfully submitted,

Karen Bjorkman

Assistant City Librarian

Finance and Properties Committee:

No meeting in January.

Mr. Corcoran moved to accept the check register for December 2007, as presented. Mrs. Moore seconded the motion and it was carried unanimously by voice vote.

Mrs. Couter presented the Year-to-Date budget report for information. The Loan payment to the city was not on the December bills.

Ms. Fisher reported that there was still a small amount to come in from back taxes for the year. Ms. Fisher reminded the board that they had approved the e-pay system for fines and lost material. Budget packet had arrived from the city office and that they are planning for a 7% increase until FY 2011 and then it would go to 4%. Some of the new figures for the 2008/2009 budget should be available by the Finance & Properties committee meeting.

Rolling Prairie Library System:

Mr. Corcoran reported that RPLS met on January 15, 2008. Payments from the State Library have come in and the budget has been put together. Libraries are being reminded that they need to be sure they have an updated Long-Range Plan and a current Disaster Plan.

Friends of the Decatur Public Library:

Karen Becher is the new President of the Friends of Decatur Public Library. January 2 Saturday Book Sale brought in over \$1,000.00??.

Board suggested inviting both the Friends and the Foundation to the February Board Meeting.

Foundation:

Next meeting is January 22, 2008.

VI: OLD BUSINESS:

Village Mall:

Mr. Davis reported that Mark Gibson has made contact with the remaining tenants. Ms. Williams is willing to negotiate a new lease. The Villa would like additional time to move into a possible new space; (August/September 2008). The Bagel Shop lease needs to include basic rent, a prorated heating and cooling charge and pay taxes on the space. The electrical can be placed on a separate meter. Mr. Gibson has told Mr. Davis that the response was the same as before \$600.00 monthly lease fee. No electrical, taxes or heating and cooling charges.

Mrs. Davis reported that we should know sometime next week whether or not the electrical can be separated out. Board discussion was that the tax payers of the community cannot be asked to subsidize private business. Authorize Mr. Gibson to possibly reduce the initial rent but the Bagel Shop must pay its own taxes and electrical. Is there a way to identify the electrical and determine the amount of taxes on the space?

Request to designate the space as not-for-profit was denied and now goes to the appeal process.

CITY LIBRARIAN'S REPORT
February 12, 2008
DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES

CITY LIBRARIAN: We had a least 3 articles in the H&R this month; two on the Barnwell and the other on our Saturday signed story times. This month was spent working on the budget and getting reorganized for the new year. We closed Friday, February 1st, for snow all day. I spoke to the Parkinson Disease Support group on the 17th, cooked 4 gallons of chili for the 3rd Annual Celebrity Chili Cook-off at the mall on the 19th (I didn't win), attended the Freedom of Information Act and the Open Meetings Act training on the 23rd, was interviewed by library student Amanda Young for her Administration and Management class, and attended the special kick-off event and press conference unveiling the Barnwell print at the Blue Connection on the 8th.

FOUNDATION: The Foundation met January 22nd and I presented the new plans for the cultural center at the Library Annex. The new cost estimates of the project are \$497,560. It was decided to send a letter to previous donors outlining what had happened and asking for their continued support. They will meet again Monday March 3rd at 4:00 pm to discuss ways to kick start the capital campaign. We had to request an extension on \$100,000 grant from state to the Foundation for the cultural center.

FRIENDS: The Friends met January 10th with new officers presiding. New board members were David Coopriider, Ralph Czerwinski, Linda Hutton and Darwin Shroyer. Their next meeting will be February 14th.

PNG: Did not meet in January due to bad weather and scheduling conflicts at Webster Cantrell Hall. We hope to get them back on track in February.

RPLS/SIRSIDYNIX: We hosted both the Governing Board and Users Group meeting on January 16th. There will be an update to the system sometime before school is out. I also attended the RPLS Advisory Board and the Medium Pubs meetings.

STAFF: The typing test for the circulation clerk position has been done. Interviews will be conducted in time for the February civil service meeting. Annette Brown (1/2 time page) submitted her resignation January 25th. There is a list for this position and we have started the process.

ADMINISTRATION: Karen submitted the We the People Grant with John Wylder taking the lead and contacting the school district as our partner. The application was for 20 sets of books, 3 sets for the library and 17 for the school district. She also submitted the Picturing America grant for posters to use for display. We also applied for \$600.00 from the Art Council to help fund Patriotic Celebration in Central Park on May 18, 2008. Our meeting rooms were booked 20 times earning \$930.00.

ADULT DIVISION: The free tax preparation started in January on Tuesday, Thursday and Saturdays. Plans are being finalized for programs to be offered during the

run of our spring exhibit "Farm Life: A Century of Change" which we are hosting from March 26 to April 30. Our three programs had 38 attendees. We had 225 people use the online databases this month and patrons logged on 158,570 minutes to the internet. Our 11 online book clubs were accessed 21,840 times by 1,092 members. The selectors ordered 35 carts of materials. Our Local History Room had 90 guests and 7 of them were from out of town.

BUILDING DIVISION: Bad weather makes for a lot of extra cleaning both inside and outside as we fight the salt and the sludge. We had a section of water piping start leaking from a hole due to rust build up which was caused from the age of the pipe. We replaced a 20-25 foot section with copper water line. We have had our annual fire inspection on 1/25/08 everything is fine. We also had to replace the motor assembly for the HVAC in the local history room, which caused the fire alarm to go off and the fire department was called.

CHILDREN'S DIVISION: Thirteen kids attended SAIL's signed story time, and the Herald & Review sent a reporter and photographer to cover the event. We are already gearing up for the summer reading club. We have several different book discussion groups for children covering a variety of different types of books. We had 393 kids sign up to use the computers; our 28 programs had 338 attendees. There were 14 groups visiting the department with 266 people, and 4 groups used the facilities.

CIRCULATION DIVISION: Total number of checkouts 44,974 items, up +24% as compared to the 36,260 items checked out in December 2007, and up +1% as compared to 44,357 items checked out in January 2007. The total gate count for the month of January is 27,263. We had 6,437 items checked out of the DPL by patrons from other libraries and DPL patrons checked out 4,145 items at other libraries. Of the 4,145 items checked out by our patrons at other libraries, 2,160 of those items were checked out on the bookmobiles. There were 2,403 items routed into the DPL from other libraries to fill requests for pick-up at the DPL and 5,099 items were routed out of the DPL to fill requests at other RPLS libraries. When all items routed out of the DPL to fill requests at surrounding libraries is added to the total checkouts, the combined circulation total is 50,073. We placed 5,112 requests in January, up +30% from December and up +8% from last January. We resolved 7,896 requests and of these, 3,672 items were picked up here at the DPL during the month of December. Overall, the request volume is up 15% from last year at this time. We had 313 new accounts opened in December, up +63% from December, and down -11% from January 2007.

EXTENSION DIVISION: On January 8th, John Kidd reported that the drop box by Phoenix School had been knocked over, allowing the rain to get in. A couple of books were ruined. Maintenance checked the box, and it is once again upright and airtight. This month we had 21 volunteers donate 129.5 hours this month.

GATES COMPUTER LAB: Our 16 computer classes had 89 attendees, 66 of them Decatur residents. We will be adding a new class on blogging that we tested out on staff first.

SYSTEMS ADMINISTRATION: We are glad to have Matt back at work after his surgery. Our Horizon connection was down early on the 23rd due to equipment problems at Richland. They corrected their problem, but ours continued until RPLS rebooted the Horizon system early on the 24th. We had to use the backup software PC Reliance during that time. The Panda software was removed on the 29th and replaced with Symantec Endpoint (SEP), hopefully this will cure some of our spam and other issues. CybraryN is working on the issue of patrons not getting their second session when signing up for a computer using the Q PC: this is especially important with the lab being closed 3 days a week for taxes.

TECHNICAL DIVISION: Acquisitions processed 575 invoices, barcoded 1,909 items, processed 255 newspapers, 578 periodicals, 87 reference periodicals, and deleted 51 periodicals. We received and sorted 31 bins of mail, 223 packages, of these 58 went to other areas of the library. They sorted and prepared for delivery 266 bins of material from RPLS. Our patrons requested 130 items on ILL and of this number 11 were filled in Illinois and the rest were requested from out of state. Incoming OCLC requests to us numbered 664. Cataloging copy cataloged or did original cataloging on 1,436 titles for the month of January. A total of 28 items were reclassified. We reinstated approximately 34 titles into our collection and replaced barcodes on 46 items and made approximately 1,638 databases or marc record changes. The majority of these database changes include clean up of call numbers, call types, withdrawal code changes, collection codes and old records in our system. We imported 292 new records into the Horizon database (including authorities). Susan Gulick did local item work on 1,839 new or added copies. Processing handled 1,976 items. Paperbacks 314, Unclassed paperbacks 70, Periodicals 660, Mending 619, and made 163 jacket replacements.

Respectfully submitted,

Lee Ann Fisher

Lee Ann Fisher
City Librarian

DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES
Personnel, Policy, and Public Relations Committee Meeting
February 12, 2008

I. CALL TO ORDER

Garry Davis, Chair, called the meeting to order at 5:48 p.m. Members present: Mr. Eugene King, Board President, Shirley Moore, Vice President, Carol Craig, Darryl Barbee and Beth Couter. Sally Krigbaum was absent. Staff present: Lee Ann Fisher, City Librarian and Karen Bjorkman

II: OLD BUSINESS:

No old business.

III: NEW BUSINESS:

Mr. Davis presented an Abbreviated Analysis of Opinion of Arbitrator:

“The Union’ position was that management should be required to negotiate any changes to job descriptions with the Union prior to submission of those job descriptions to the Civil Service Commission.

The finding of the Arbitrator was that no violation of the Collective Bargaining Agreement by management unilaterally revising job descriptions.

However, all employers must comply with the Illinois Public Labor Relations Act. This Act requires collective bargaining of matter directly effecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives. The Arbitrator found that the new job descriptions could impact various job positions.

“However, clearly conditions of employment have been altered. And while this employer has enumerated authority to revise job descriptions, the *effects* of the otherwise authorized management exercise of authority are also a mandatory subject of bargaining.”

It would appear that the focus of the “impact” by arbitrator is on physical conditions and requirements of various job descriptions, Paragraph 2, Page 7.”

Mr. King made the suggestion that if staff come to management then making any changes on an as needed basis be brought to the board.

Ms. Fisher brought up the grievance from Stanckiewicz that she was asked to produce a doctor’s release to return to work after her visit to the emergency room while on vacation. She has requested that the library pay her doctor bill of \$74.06 and change her 2 days of

vacation to sick time. Discussion followed. Ms. Fisher gave the board Mr. Booths legal opinion.

Ms. Fisher also asked the board about the Reed and Snell grievance. Both have claimed that they should be paid at the higher rate of a telephone page. It was noted that the position is no longer viable and that after the last person retired from this position it has not been filled because the telephone system is taken care of by a new telephone system.

Committee would like an estimate of what this could cost.

IV. ADJOURNMENT

Meeting adjourned at 6:30p.m.

Respectfully submitted,

Karen Bjorkman

Karen Bjorkman

Assistant City Librarian

City of Decatur and
Decatur Public Library
employer
and

Council 31, American Federation
of State County and Municipal
Employees, Local 268
Union

Issue: Refusal to Bargain; unilateral
revision of job descriptions

Grievant: Local Union

Appearing for the Union: Scott D. Miller, AFSCME counsel
Appearing for the Employer: Edward Booth, Esq

Opinion Explaining Decision of Arbitrator Ellen J Alexander

Introduction and Statement of the Case

The undersigned was jointly appointed by the parties pursuant to their collective bargaining agreement (May 1, 2004 through April 30, 2010) to hear and consider a grievance filed by the Union on July 11, 2006. This arbitration hearing was held in Decatur Illinois on October 4, 2007. Testimony was taken under oath and various exhibits admitted.. Joint Employer (the City and) Decatur Public Library (DPL), elected not to cross examine witnesses, present witnesses or submit exhibits. The parties gave oral opening and closing arguments and filed post hearing argument or authority. I have read and considered all arguments, including the Union-submitted seventeen arbitral, ILRB, IELRB, NLRB, Illinois appellate or supreme court decisions.

The instant grievance asserts that

The employer violated numerous articles and sections of the collective bargaining agreement between AFSCME 268 and DPL when: The employer changed all job descriptions without prior consultation with the Union. Using this avenue as a form of retaliation against the Union membership.(un ex 1)

The grievance specifies Article I, IV, XXVII, XXIV. The relief that the Union requests is that

The employer shall rescind all changed job descriptions dated July 6, 2006 and negotiate any changes to job descriptions with the Union prior to submittal (sic) to the CSC.(jt ex 2, un ex 1)

On July 24, 2006 the Assistant City Librarian replied denying the grievance. He asserted that the union had given no basis for its retaliation charge, that "the legal issue is whether the employer must consult with the Union before changing a job description." He cited the bargaining agreement Management Rights Article II and Job Description Article XX, and further asserted that

The Union and the Library have agreed under the terms of the collective bargaining agreement that the Library has the exclusive right and power to determine and mandate each and every particular included in a job description ...

On July 13, 2006 Union Staff Representative Jerry Wright send a written Demand to Bargain to the City

...over the decision and the impact of the changes in job descriptions for all bargaining unit employees at the City Library

On its face these changes put employees in physical harm by requiring them to lift up to 100 pounds. In addition it puts them in a situation where they may face discipline for not being able to perform the duties assigned to them. It also puts in question if they are being properly compensated for the work they are performing.

Under the terms of S-CA-002 et seq Employers in Illinois may not unilaterally implement changes in mandatory subjects of bargaining without completing the bargaining and dispute resolution process. Accordingly please maintain the status quo during this period and so notify me in writing.

Mr. Wright listed several dates that he would be "available to meet and bargain over the decision and the impact of these changes."

This employer declined to bargain. First, the City Corporation Counsel on July 24, 2006 replied that "the City of Decatur is not in control of the Public Library. We do not employ any persons who work for the library."¹ Then on August 11, 2006, the library's regular attorney, Edward Booth, wrote a sparse reply stating in its entirety:

¹The City Manager as well as the Library Board chairman signed the collective bargaining agreement, and city ordinances make clear the City Council authority over the mayoral-appointed Library Board and its budget.) See Decatur Municipal Code chapter 21.

Job descriptions were a subject bargained and covered in the agreement

There is a zipper clause.

The Union responded back that management had, during "most recently concluded negotiations", made proposals "rejected by the Union" and that Management now, "some months later...is trying to implement changes that they failed to win at the bargaining table." Staff Representative Wright again offered to bargain, also now warning that continued refusal by the Library to "withdraw the proposed changes in job descriptions" or to bargain about them would leave no alternative but to file an unfair labor practice.

On September 11, 2006 AFSCME filed an Unfair Labor Practice with the State Labor Relations Board asserting as the wrongful act

The employer changed job descriptions of the employees requiring them to be able to lift 100 lbs. On July 13 the Union made a demand to bargain over the decision and the impact of the change. On August 11, the Employer sent a letter refusing to bargain.

Charging party AFSCME also requested

...immediate injunctive relief to prevent the pending physical harm to employees being required to lift up to 100 pounds. Instruct management to bargain over the proposed changes in job descriptions. Post a written notice on entrance doors to the Decatur Public Library stating they will stop this unfair labor practice and bargain with the Union.

On February 21, 2007, the State Labor Relations Board State Panel director signed an order of deferral to arbitration, following its... "adopted... policy of deferring charges involving the application or interpretation of collective bargaining agreements" specifically the National Labor Relations Board (NLRB) deferral doctrine expressed in Dubo Manufacturing Corp 143 NLRB 431 (1963). The ILRB order states that

Under Dubo the Board will defer a charge and allow the parties' dispute to work its way through the parties' grievance arbitration procedure where the....process culminates in a final and binding arbitration award and there is a reasonable chance that the arbitration process will resolve the dispute State of Illinois (Department of Human Services) 19 PERI 114 (2003) (Un ex 4)

Issue

The Union poses the issue as

Whether the employer violated the collective bargaining agreement when it unilaterally issued new job descriptions to bargaining unit members without negotiation, and if so, what is the appropriate remedy?

The Employer poses the issue as

Whether the Library, prior to making job description changes, has to negotiate the job descriptions with the Union?

The issues are substantially the same and will both be addressed.

Cited or Relevant Provisions of the Collective Bargaining Agreement

Article I Recognition

Section 1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative and agrees to bargain wages, hours, terms and conditions of employment with the exclusive bargaining representative

Section 2 Legality

The Employer and the Union agree to abide by the Illinois State labor Act and any rules or regulations thereunder.

Article II Management Rights

Section 1

Except as amended, changed or modified by the specific provisions expressed in this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following

- (A) The right to select, hire, transfer, promote, demote, lay off, assign and supervise employees;
- (B) The right to suspend, discharge, or otherwise discipline employees
- (C) The right to determine and change starting times, quitting times, shifts, and the

number of hours to be worked by employees

(D) The right to determine staffing patterns, including, but not limited to the assignment of the employees, duties to be performed, qualifications required and areas worked

(E) The right to make rules and regulations to govern the employees

(F) The right to determine individual qualifications and the qualifications required for the job classifications

(G) The right to contract out any work

(H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the library

(I) The right to determine and change the methods or means by which Library operations are to be carried on

Article IV Non-Discrimination

Section 2 Union Activity

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights under the Illinois Public Labor Relations Act, or under this Agreement, or on account of membership or nonmembership in the Union

Article VI Grievance Procedure

Section 1 Definition

A grievance shall mean a written complaint by the Union...that there has been an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

Article XII Temporary Assignment

A. The Employer may temporarily assign an employee to perform the duties of another job title. An employee who is temporarily assigned to a position with a higher pay grade than that of his/her permanent position shall be paid as if he/she had received a promotion with that higher pay grade.

Article XX Job Description

The Employer shall provide every bargaining unit employee with a copy of his/her job description

Article XXIX Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by the terms of this agreement or bargained about during the negotiations resulting in this Agreement.²

Record Evidence and Findings

The Union presented three witnesses: local union president and city water department employee Jerd Morstatter; Katherine Collette, union chapter chair for the Library subunit and a library employee since 1992; and Lee Wiley a sixteen year library employee. Both library employees currently hold the title of Junior Cataloguer. The Director of the Library, Lee Ann Fisher, was present for the Library but not called upon to testify. Several documents were entered of record as joint exhibits or Union exhibits.

On all of the relevant and persuasive evidence I find as follows. There have long been in effect written job descriptions for city and library positions both union and non union. These documents generally indicate that they have been "adopted" by the Civil Service Commission on a listed date. On July 6, 2006, the CSC "adopted" newly revised descriptions for several positions at the library replacing job descriptions dated from a few to many years earlier. The new job descriptions had been revised by the Assistant Library Director (role of the Library Director undefined on this record.) There had been no consultation with or notice to the Union.

Several of the new job descriptions and their previous version were placed of record. The new descriptions largely but not entirely track previous descriptions; a few have significant differences. The job description adopted by the CSC on July 6, 2006 for the Library union position of "Systems Administration support Specialist" contains a newly added duty to "prepare and present instructional classes for public/staff on computer related topics as assigned." The job description for a non union position of Systems Administrator already

² Although by its terms it is a "Six year agreement" in effect until April 30 2010, the document was signed 3/29/2006 by the City Manager and Library Board president and 3/23/06 by the Union officers.

contained the task of teaching such computer classes and training of staff. The Library "Building Custodian" (pay grade 11) description revised for 7/06/2006 now contains the duties "knowledge of boiler alarms and shut off water valves", a responsibility previously found only in the "Senior Custodian" position (pay grade 12). Conversely, some lower ranked duties have been incorporated in the next grade higher position.. Custodian duties were inserted in the revised higher grade Senior Custodian description and Junior cataloger Collett testified that her new job description has duties which are found in the lower pay grade Cataloging Clerk I.³ ⁴

A focus of the Union protest, both as a safety issue and a potential source for future discipline is the addition of a high weight bearing requirement. The Systems Support specialist position now includes, under "required knowledge, abilities and skills," the "ability to lift and carry 50-100 pounds." This same requirement is found in the new descriptions for "catalog clerk I, Library Clerk I, Library Assistant, Bookmobile clerk driver, intra-library loan clerk.. Other changes address other physical stamina or motor movement characteristics. The new "Library Assistant Full Time" description has added "adequate eyesight, depth perception and color vision to perform duties; must be able to workinside and outside with temperature variations, with noise and vibration; must be able to turn, balance, push-handle, reach, stoop and stand for extended periods of time." Identical added physical capabilities language is now contained in the descriptions of Technical Services Clerk I, Extension Clerk , Junior Cataloger and Intra Library Loan descriptions dated 7/06/2006.

In the absence of testimony from any management witness, it would only be speculation to seek to understand the basis for the new physical stamina-related abilities. And with these new physical and environmental requirements, there is at least the possibility that an employee's demonstrated failure to meet the physical demands of his/her job could, as the Union points out, disqualify (or cause an enforced separation or demotion?) of that employee. Such problems may already exist in that the new language may be merely stating what has always been needed. In the

³ Ms Collette pointed to duties of withdrawing damaged items, removing bibliographic records for those items, and maintaining file on items to be replaced. as not found in the 1989 job description. She also pointed to the new language that the junior cataloger "must be able to work outside" which she said that she "never has to do."

⁴ The Library Clerk I (grade 9) description lists the duty "processes inter/intra library loan materials." A similar duty is listed in the Routing Clerk II position (grade 11). The Union makes the argument that by adding duties added to the lower ranked position taken from a higher ranked position , the Library avoids its obligation to pay the higher wage in "acting up" situations (Article XII) because the "higher" duties have been incorporated into the lower ranked clerk positions. But position descriptions already overlapped for many tasks. Here too, the rationale, the actual duties performed and the effect of technology all play a role. Some job descriptions go back to 1989 or 1983, others to 2002.

absence of any management testimony, I cannot ascertain whether these job requirements are relevant to the job, or whether the description modifications were motivated by a DPL history of weak, disabled, or reluctant library employees not willing or able to physically perform such listed duties as "shelving materials, moving large amount of materials."⁵

A final Union argument is that the employer had made a proposal on the subject which it would not have made "if it believed it already had it" (referring to the claimed unilateral management authority to make the changes.) And it is clear that during the most recent negotiations, the job description question was raised. According to Local Union president Morstatter and to Union exhibit 7, Library negotiators unsuccessfully proposed at a May 11, 2004 meeting revising Article XX.⁶ The Union contends that management is now seeking to obtain that interpretation through arbitration. Management argues--- and I am constrained to agree as discussed below-- that its authority to do what occurred here in fact largely if not totally existed already.

Issues for Arbitral Resolution: Discussion

The Library argues that the language of this contract is clear, both as to the management rights and the zipper clause. Unambiguous language "controls and determines any dispute between the parties" and under the existing language "the library has the right, without any qualification, to mandate all the elements that constitute a job description."

I must agree with the Library that the contract language covers the authority that it exercised here, and that language in Article II (Management Rights) is indeed both clear and directly on point:

Except as amended, changed or modified by the specific provisions expressed in this Agreement, the parties understand and agree that the management of the Library, the control of the premises, and the direction of the employees are vested exclusively in the Library, and includes, but is not limited to, the following

.....

(D) The right to determine staffing patterns, including, but not limited to the assignment

⁵ Management Counsel repeatedly stressed that the only issue before me is the Library's authority to make changes—and not the wisdom, need, or basis for them. Presumably it was on that theory or basis that he elected not to cross examine, put on witnesses, or present evidence.

⁶The DPL's negotiation proposal states "It should be stated that the library may change job descriptions when circumstances require the change, and the library shall provide the employees affected, and the Union, with a copy of the modified job description 30 days before the modification becomes effective." The Union refusal left in the language already in place for Article XX which promises only that a copy of the job description will be provided. This is separate from the issue of changing job descriptions thoroughly covered in Article II..

of the employees, **duties to be performed, qualifications required and areas worked**
.....

(F) **The right to determine individual qualifications and the qualifications required for the job classifications**
.....

(H) The right to determine policies and procedures with respect to the establishment, management, efficiency and conduct of the operations of the library

(I) **The right to determine and change the methods or means by which Library operations are to be carried on** (emphasis added)

For actions taken as to job content and qualifications, this clause is quite unusually detailed. The only commitment made to the Union is the Article XX obligation of management to "provide every bargaining unit employee with a copy of his/her job description." Article II is neither ambiguous nor does it fail to address exactly what occurred. The parties did bargain and set out their agreement on management authority to determine job qualifications, and duties. (How long the language has been in place is not in this record.) The question of such authority was not left open ended for future mid term bargaining. The job revisions imposed fall fully within the specifically enumerated authority.⁷

I recognize that in negotiations for the current contract, Management did propose—for Article XX— language which would re-state its authority to "... change job descriptions when circumstances require the change," but this effort does not affect the existing clarity of Article II on that exact question. The fact that there was a proposal to amend Article XX (a proposal rejected by the Union) does not overcome the fact that such management authority is already in the contract, with specific wording. It had been bargained before, and remains in effect for the duration of this contract. Thus, in response to the Union argument, this decision does not give to management authority that it a) did not possess and b) sought unsuccessfully to obtain in bargaining. The authority was already there.

The Union is correct that when a subject is not fully set forth in the collective bargaining agreement, and proposed management action mid contract term would affect "wages hours or working conditions" there is a mid-term obligation to bargain. The ILRA requires employers to "...bargain collectively" over policy matters directly affecting wages, hours, and terms conditions of employment as well as impact thereon" if the employee representative requests such bargaining. (See AFSCME v State Labor Relations Board 190 Ill App 3d 259 (1989).

⁷ It appears that there was a regrettable lack of consultation with the Union or with incumbents of the positions being revised. Whether the revisions were, as alleged, a "cut and paste job," and truly capricious goes well beyond this sparse record. But I note the doubling of weight lifting limits (or their being newly added.) I note the two directional movement (higher level duties added to lower grade positions and vice versa.)

But where—as here--- the parties had bargained the topic during negotiations, and placed an agreement over it in their contract, they have waived for the duration of that contract bargaining over that same topic. In the instant case, the Union has previously agreed to language which enumerates the management authority to revise job descriptions as circumstances require. This contract is explicit; it shows a “clear and unequivocal intent by the Union” to waive the right to bargain this topic during the term of the contract. See i.e. Illinois Department of Central Management Services ILRB opinion in S-CA-92-153 12/23/1993)

This contract also contains a zipper clause (Article XXIV):

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

The circumstances here do not involve a topic that “could have” been covered, or one that was addressed and not resolved. Therefore, it is not necessary to conduct a prolonged discussion of the contract’s zipper clause. But as worded, this zipper clause and Management Rights Article together avoid or negate any employer obligation to bargain this subject “covered by the terms of this agreement.” --job description revision. I need not analyze the somewhat confused and moving target efforts by the ILRB and the Illinois courts to create a theory of the “narrow zipper” versus “broad zipper” clause. Article XXIV in any event is “narrow” (i.e. as a waiver only of what has been actually bargained and incorporated) and it precludes any employer obligation to bargain the revisions. But I do not get to the result found in union-cited City of Chicago, L-CA-01-010 7/19/2002 at p. 7.. where the ILRB found that in their contract’s zipper clause the parties had waived not only “...the right to further bargaining over any of the issues present in the agreement itself, but also the right to negotiate over the effects of the mandatory retirement ordinance at issue there.”

In the instant case, the Union did not waive the right, and it had demanded to bargain over the effects of the job description modifications. It would appear that such effects could be profound, as concerns ability to do the job, safety on the job, discipline or disqualification from the job. The Illinois Public Labor Relations Act calls for bargaining over effects:

Section 4 Management Rights

....Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well

as the impact thereon upon request by employee representatives (5 ILCS section 4)

See also Section 10 (a) (4) Unfair Labor Practices

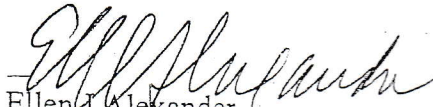
The Union argues that the action of the DPL was arbitrary, using the test of "whether there was a rational basis...for requiring all positions (from cataloguing clerks to custodians) to lift and carry 100 pounds and to be able to work outside with temperature variations noise and vibrations." I do not see my authority as extending to such an analysis, even were the record adequate, which it is not. However, clearly conditions of employment have been altered. And while this employer has enumerated authority to revise job descriptions, the **effects** of the otherwise authorized management exercise of authority are also a mandatory subject of bargaining. I do not find in this contract any waiver by the Union of the right provided by the ILRA (incorporated via contract Article I) to bargain the effects of revised job description. Nor do I find that the effects had already been bargained (as part of Article II).

To reiterate, this Union has not waived its right to bargain over the effects of the employer's actions, the job description revisions clearly impact working conditions and while this employer had no obligation to bargain over the revisions that it made to the job descriptions, I do find that the employer has the obligation to bargain over the effects of those revisions. The problem areas in the job revisions have been identified. I do not make a finding as to specifics; this record is inadequate for that. But I find no evidence here that the Union intended to waive its statutory right to bargain the **effects** of the job revisions

Finding

The Union has not established a violation of the collective bargaining agreement by the employer's action of revising job descriptions unilaterally. Its request for a return to the status quo is denied. But this labor contract does commit the employer in Article I section 2, to "abide by the Illinois State Labor Act (sic)" and therefore in my view the contract incorporates the obligation under the statute to bargain effects of the authority that was exercised in this case. There is also a suggested impact on (weakening of) the benefits of Article XII, (Temporary Assignment), with its pay protections possibly affected by the apparent shifting of duties between upper and lower graded positions, or some management duties brought in.

For all reasons stated, I find that the Union has met its burden to establish a violation of Article I (Section 2) which incorporates the State Labor Relations Act, and a violation of Article XII. It has provided no evidence of retaliation for Union activity. The Employer is directed to bargain in good faith with the Union over the effects of the new job revisions. I retain jurisdiction for 45 days solely to resolve questions as to the meaning or scope of this decision.


Ellen J. Alexander

11/20/07

DECATUR PUBLIC LIBRARY BOARD OF TRUSTEES
Finance & Properties Committee Meeting
February 12, 2008

I. CALL TO ORDER

Beth Couter, Chair, called the meeting to order at 4:30 p.m. Members present: Mr. Eugene King, Board President, Shirley Moore, Rene Corcoran and Gary Davis. Nikki Rademacher was absent. Staff present: Lee Ann Fisher and Karen Bjorkman.

II: OLD BUSINESS:

Mr. Davis explained that the heating and cooling system in the Village Mall is on a central system and that making changes is prohibitive. Each tenant pays for their own lights and cooling. It would cost about \$2,900 to change over the Bagel space. When or if the library gets a tenant for the space the change may need to be made.

Lease space be made available to local non-profits at a possible rate of \$6.00 per square foot. Committee felt that this was a good starting point for discussion. Tenants would pay for own electrical service.

III: NEW BUSINESS:

Mrs. Couter went over the check register for information and questions. Some discussion but no questions.

Mrs. Couter reported that some of the late tax payments had come and noted the increase in out-of area library cards. Ms. Fisher explained that Decatur still has pockets of the rural community that do not pay taxes to a library and therefore are required to purchase a library card.

The budget is predicted to increase by 7% and then in 2011, 2012, & 2013, decrease to 4% per year.

Ms. Fisher reported that she has had two inquiries on whether the library has a bookmobile for sale. It was recommended that she work-up the figures and have them available for the next board meeting.

Ms. Fisher asked to board to consider adding a salter to the existing library truck so that maintenance could salt the parking lot during inclement weather. Mr. Terrill had obtain a possible cost of \$1,500 for a salter.

IV. ADJOURNMENT

Meeting adjourned at 5:45 p.m.

Respectfully submitted,

Karen Bjorkman

Karen Bjorkman

Assistant City Librarian

DECATUR PUBLIC LIBRARY

**ANALYSIS WITH RESPECT TO UTILITIES IN THE BAGEL SPACE
& ESTIMATE OF ELECTRICAL SERVICE COMPANY**

The entire mall-building complex is operated off of a single boiler, which utilizes air handlers or blowers to distribute the heat or cooling throughout the system. The boiler operates on gas. The air handlers operate on electricity. The system can be either in a heat mode or a cooling mode. The building is zoned for constant temperatures. There are what appear to be thermostats in various areas of the building. These are not thermostats that would control actual temperature. The thermostats merely operate dampers, which can increase or decrease airflow. There is a central cabinet-type thermostat that controls the maximum or minimums with respect to temperature.

Very little natural gas would be used in the building other than the boiler. Therefore, the natural gas bill would primarily be the Library's. With respect to the Bagel Restaurant space, the building was initially designed with the panel box for the Bagel space containing four circuits relating to heating and cooling. Two of the circuits are related to air handling and two of the circuits are related to condensation units. The estimate is to move these four circuits to the central control station. In speaking to Brett McClelland of Electric Service Company, I asked if the moving of these circuits would leave the restaurant space purely on its own electrical for use such as stoves, refrigerators, etc. He stated that he had not traced all of the wiring, but in his opinion, it would leave the restaurant space solely responsible for its own electricity.

If the space in the future is going to be used for anything other than Library purposes or utilities are going to be assessed against a tenant in the space, then the change has to be made.

CIT F D E C A T U R
LIBRARY FUNDS CHECK REGISTER
FOR INVOICES FROM 1/1/2008 TO 1/31/2008

DATE: 2/4/2008
 TIME: 2:28:29PM

CHECK NO.	CHECK DATE	VENDOR	ITEM AMOUNT	ITEM DESCRIPTION	ACCOUNT #	ACCOUNT DESCRIPTION
35 LIBRARY FUND						
36137	1/8/2008	AT & T	126.86	#217 362-2230 082 0 ACCT	35593512 - 423300	TELEPHONE
36158	1/8/2008	COMMERCIAL MAIL SERVICES	120.11	MO PRESORT/BAR CODING	35593512 - 424500	POSTAGE
36185	1/8/2008	FACETS MULT-MEDIA	64.65	ISBN# 1565807162 97 - 2 COPIES	35593515 - 458000	BOOKS & PERIODICALS
36220	1/8/2008	LARSON, JULIE	45.00	SUNDAY BEST/THE ENTITLED	35593515 - 458000	BOOKS & PERIODICALS
36242	1/8/2008	ONYX WASTE	347.76	GARBAGE SERVICE	35593512 - 421000	SERVICE TO MAINT BUILDING
36261	1/8/2008	SENTINEL PEST CONTROL CO	30.00	EXTERMINATING	35593512 - 421000	SERVICE TO MAINT BUILDING
36280	1/8/2008	TREAS-FLEET MAINTENANCE	747.64	DPL FUEL USAGE FOR DEC 07	35593512 - 431000	GASOLINE
36281	1/8/2008	TREAS-GENERAL FUND	100.00	JAN'08-TRANSF TO GEN FD	35593512 - 441500	TRANSFER TO GENERAL FD
36282	1/8/2008	TREAS-MIS OPERATING	1,816.25	JAN'08-TRANSF TO MIS OPERA FD	35593512 - 423000	MIS SERVICES
36283	1/8/2008	TREAS-SELF INSURANCE FUND	194.42	JAN'08-TRANSF TO SELF INS FD	35593512 - 441800	MOTOR VEHICLE INSURANCE
36283	1/8/2008	TREAS-SELF INSURANCE FUND	206.42		35593512 - 442000	BOILER INSURANCE
36283	1/8/2008	TREAS-SELF INSURANCE FUND	1,790.42		35593512 - 442100	PROPERTY INSURANCE
36283	1/8/2008	TREAS-SELF INSURANCE FUND	1,143.67		35593512 - 442300	GENERAL LIABILITY INS
36310	1/15/2008	ADT SECURITY SERVICES	35.56		35593512 - 421300	SERV-OFFICE EQUIPMENT
36310	1/15/2008	ADT SECURITY SERVICES	1,142.00		35593512 - 421300	SERV-OFFICE EQUIPMENT
36314	1/15/2008	AMERENIP	11.89	#44653-48020 ACCT	35593532 - 423100	ELECTRICITY
36314	1/15/2008	AMERENIP	34.20	#23427-47011 ACCT	35593532 - 423100	ELECTRICITY
36314	1/15/2008	AMERENIP	502.51	#85268-39012 ACCT	35593532 - 423100	ELECTRICITY
36314	1/15/2008	AMERENIP	3,333.05	#05795-67017 ACCT	35593532 - 423100	ELECTRICITY
36320	1/15/2008	AT & T	98.35	#217 707-5232 228 5 ACCT	35593512 - 423300	TELEPHONE
36320	1/15/2008	AT & T	111.68	#217 728-0408 284 3 ACCT	35593512 - 423300	TELEPHONE
36329	1/15/2008	HIBBY, SCOTT	400.00	12/20,12/27,01/03	35593512 - 428000	PROFESSIONAL SERVICES
36352	1/15/2008	CONSTELLATION NEW ENERGY, INC	25,572.63	#0734699377 ACCT	35593512 - 423100	ELECTRICITY
36367	1/15/2008	DEMCO INC	848.56		35593512 - 434500	OFFICE SUPPLIES
36381	1/15/2008	DUNKER ELECTRIC SUPPLY, INC	157.70	VILLAGE MALL	35593532 - 429900	CONTRACTUAL SERVICES
36389	1/15/2008	FAST IMPRESSIONS	66.27	registration cards printed pre	35593512 - 420200	PRINTING AND BINDING
36389	1/15/2008	FAST IMPRESSIONS	141.07		35593512 - 420200	PRINTING AND BINDING
36394	1/15/2008	GIBSON, MARK D.	1,415.00	VILLAGE MALL	35593532 - 429900	CONTRACTUAL SERVICES
36400	1/15/2008	HASTINGS, SCOTT A.	260.00	12/26, 01/02	35593512 - 428000	PROFESSIONAL SERVICES
36401	1/15/2008	HAWKINS, MICHAEL	220.00	1/07, 1/08	35593512 - 428000	PROFESSIONAL SERVICES
36416	1/15/2008	JAN MASTER	96.23		35593512 - 431200	JANITORIAL SUPPLIES
36432	1/15/2008	MCFEOD USA	36.44	#3292627 ACCT	35593512 - 423300	TELEPHONE
36432	1/15/2008	MCFEOD USA	72.89	#3318933 ACCT	35593512 - 423300	TELEPHONE
36456	1/15/2008	PARK, CHUB	2,906.00		35593512 - 421000	SERVICE TO MAINT BUILDING
36475	1/15/2008	SPHERION CORPORATION	139.56	VILLAGE MALL	35593532 - 429900	CONTRACTUAL SERVICES
36475	1/15/2008	SPHERION CORPORATION	186.08		35593532 - 429900	CONTRACTUAL SERVICES
36478	1/15/2008	STALEY LIBRARY	50.00	LOST ITEM	35593512 - 428000	PROFESSIONAL SERVICES
36486	1/15/2008	T A BRINKOETTER & SONS, INC.	3,164.74		35593532 - 421000	SERVICE TO MAINT BUILDING
36495	1/15/2008	TREAS-PETTY CASH	4.68	PETTY CASH - DPL	35593512 - 432000	MATERIALS - BUILDINGS
36495	1/15/2008	TREAS-PETTY CASH	5.34		35593512 - 432000	MATERIALS - BUILDINGS
36495	1/15/2008	TREAS-PETTY CASH	16.90		35593512 - 434500	OFFICE SUPPLIES

**CITY OF DECATUR
LIBRARY FUNDS CHECK REGISTER
FOR INVOICES FROM 1/1/2008 TO 1/31/2008**

DATE: 2/4/2008
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CHECK NO.	CHECK DATE	VENDOR	ITEM AMOUNT	ITEM DESCRIPTION	ACCOUNT #	ACCOUNT DESCRIPTION
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36495	1/15/2008	TREAS-PETTY CASH	21.00		35593515 - 458000	BOOKS & PERIODICALS
36495	1/15/2008	TREAS-PETTY CASH	30.00		35593515 - 458000	BOOKS & PERIODICALS
36495	1/15/2008	TREAS-PETTY CASH	15.00		35593515 - 458841	MAG/PAPERS - MAIN ADULT
36511	1/15/2008	WATTS COPY SYSTEMS	352.00		35593512 - 421300	SERV-OFFICE EQUIPMENT
36514	1/15/2008	WILHELM, LINDA	369.00	TUITION REIMB	35593512 - 427200	TUITION REIMBURSEMENT
36678	1/29/2008	ARAMARK UNIFORM SERVICES, INC.	165.91	#24550001 ACCT	35593512 - 421000	SERVICE TO MAINT BUI DINC
36678	1/29/2008	ARAMARK UNIFORM SERVICES, INC.	270.29		35593512 - 421000	SERVICE TO MAINT BUI DINC
36681	1/29/2008	BABY TALK, INC.	275.00	SERVICE AGREEMENT	35593512 - 428000	PROFESSIONAL SERVICES
36682	1/29/2008	BAKER & TAYLOR CO	-71.80	CREDIT MEMO/BOOKS/PERIODCLS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-20.48		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-20.26		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-20.26	CREDIT MEMOS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-15.34	CREDIT MEMO/BOOKS/PERIODCLS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-15.34	CREDIT MEMOS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-12.29	CREDIT MEMO/BOOKS/PERIODCLS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-12.29	CREDIT MEMOS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-10.42	CREDIT MEMO/BOOKS/PERIODCLS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-9.58	CREDIT MEMOS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-7.96	CREDIT MEMO/BOOKS/PERIODCLS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-7.96	CREDIT MEMOS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-6.14	CREDIT MEMO/BOOKS/PERIODCLS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	3.50	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	4.30		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	6.12		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	6.14		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	6.76		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	7.18		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	7.35		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	7.96	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	7.96	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	7.99		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	8.58	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	8.58	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	8.61		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	8.75		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.19	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.19	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.23		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.52		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.58		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.84	BOOKS	35593515 - 458000	BOOKS & PERIODICALS

CIT F D E C A T U R
LIBRARY FUNDS CHECK REGISTER
FOR INVOICES FROM 1/1/2008 TO 1/31/2008

DATE: 2/4/2008
 TIME: 2:28:29PM

<u>CHECK NO.</u>	<u>CHECK DATE</u>	<u>VENDOR</u>	<u>ITEM AMOUNT</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>ACCOUNT DESCRIPTION</u>
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36682	1/29/2008	BAKER & TAYLOR CO	9.92		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	10.00	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	10.42		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.04		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.09		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.65		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.67		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.68		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.69		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.70		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.92		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.00		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.27		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.29		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.84		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.87		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.90		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	12.99		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.00		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.05		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.12		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.43		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.45		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.46		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.50		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.52		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	13.99		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.01		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.03		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.04	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.04	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.11		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.60		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.62		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.63		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.95		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	14.99		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.15		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.18		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.21		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.34		35593515 - 458000	BOOKS & PERIODICALS

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36682	1/29/2008	BAKER & TAYLOR CO	15.37	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.38	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.77		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.80		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.95		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	15.96		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	16.00		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	16.09		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	16.35		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	16.57		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	16.99		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	17.20		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	17.52		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	17.79		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	17.92		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	17.96		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	18.41		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	18.42		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	18.44		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	18.95		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	19.00		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	19.10		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	19.36		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	19.90		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	19.95		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	19.99		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	20.23		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	20.26		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	20.28		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	20.48		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	20.86		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	21.40		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	21.46		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	21.49		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	21.52		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	22.18		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	22.50		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	22.56		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	22.95		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	23.26		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	23.30		35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	23.37		35593515 - 458000	BOOKS & PERIODICALS

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36682	1/29/2008	BAKER & TAYLOR CO	63.03	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	65.00	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	66.50	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	67.87	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	71.10	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	71.25	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	71.89	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	73.95	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	74.00	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	74.85	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	75.81	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	77.85	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	81.84	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	83.64	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	84.67	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	84.72	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	85.32	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	113.01	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	120.81	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	127.24	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	127.78	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	134.08	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	156.62	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	157.35	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	157.75	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	159.39	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	161.31	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	163.59	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	169.82	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	174.65	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	199.94	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	204.47	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	217.98	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	227.08	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	229.91	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	231.81	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	237.52	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	242.50	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	243.88	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	248.72	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	261.96	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	284.05	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS

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36682	1/29/2008	BAKER & TAYLOR CO	285.34	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	290.68	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	295.45	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	297.07	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	308.01	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	312.82	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	322.39	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	332.85	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	344.16	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	360.28	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	391.22	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	399.52	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	829.79	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	916.31	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	10.18	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	11.01	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	11.88	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	11.98	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	14.68	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	14.69	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	20.57	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	20.99	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	22.01	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	22.04	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	26.41	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	29.36	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	36.72	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	42.60	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	44.08	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	50.68	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	51.44	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	73.49	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	88.16	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	102.87	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	118.94	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	121.25	#00020374 ACCT	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	128.56	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	154.22	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	283.58	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	326.54	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	329.62	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36683	1/29/2008	BAKER & TAYLOR ENTERTAINMENT	438.52	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS

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36687	1/29/2008	BIBBY, SCOTT	300.00	0110,0117,012008-SEC-DPL	35593512 - 428000	PROFESSIONAL SERVICES
36693	1/29/2008	BOOK WHOLESALERS, INC.	5.88	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	7.68		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	8.57		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	24.14		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	44.14		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	49.12		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	49.45		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	49.66		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	71.94		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	72.11		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	75.97		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	95.19		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	102.08		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	105.37		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	106.60	#DEC100 ACCT	35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	129.81		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	146.08		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	159.29		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	163.45		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	165.80		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	170.36		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	188.06		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	211.10		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	227.08		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	253.47		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	278.21		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	311.26		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	311.92		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	341.51		35593515 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	368.38		35593515 - 458000	BOOKS & PERIODICALS
36694	1/29/2008	BOOKPAGE	465.96		35593515 - 458000	BOOKS & PERIODICALS
36708	1/29/2008	THE CREATIVE COMPANY	236.00		35593515 - 458841	MAG/PAPERS - MAIN ADULT
36712	1/29/2008	DAVIDSON TITLES, INC	389.10		35593515 - 458000	BOOKS & PERIODICALS
36712	1/29/2008	DAVIDSON TITLES, INC	23.97	CUST# 2013100	35593515 - 458000	BOOKS & PERIODICALS
36712	1/29/2008	DAVIDSON TITLES, INC	56.13	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36712	1/29/2008	DAVIDSON TITLES, INC	817.23	#2013100 ACCT	35593515 - 458000	BOOKS & PERIODICALS
36723	1/29/2008	ENSLow PUBLISHERS, INC	71.85	CUST# 66-4L11240	35593515 - 458000	BOOKS & PERIODICALS
36723	1/29/2008	ENSLow PUBLISHERS, INC	119.75		35593515 - 458000	BOOKS & PERIODICALS
36723	1/29/2008	ENSLow PUBLISHERS, INC	401.15		35593515 - 458000	BOOKS & PERIODICALS
36728	1/29/2008	GALE GROUP, INC.	355.49	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36728	1/29/2008	GALE GROUP, INC.	616.50	#159635 ACCT	35593515 - 458000	BOOKS & PERIODICALS

CITY OF DECATUR
LIBRARY FUNDS CHECK REGISTER
FOR INVOICES FROM 1/1/2008 TO 1/31/2008

DATE: 2/4/2008
TIME: 2:28:29PM

CHECK NO.	CHECK DATE	VENDOR	ITEM AMOUNT	ITEM DESCRIPTION	ACCOUNT #	ACCOUNT DESCRIPTION
36736	1/29/2008	HASTINGS, SCOTT A.	485.00	0109,0116,0123,012408-SEC-DPL	35593512 - 428000	PROFESSIONAL SERVICES
36738	1/29/2008	HEART TECHNOLOGIES INC	1,376.98	#007-0428793-000 ACCT	35593512 - 423300	TELEPHONE
36740	1/29/2008	HERALD & REVIEW	95.20	MICROFILM-OCTOBER 2007	35593515 - 458000	BOOKS & PERIODICALS
36741	1/29/2008	HOTWICK, DONALD W.	105.00	SEC-DPL-011408	35593512 - 428000	PROFESSIONAL SERVICES
36770	1/29/2008	MICROMARKETING	25.45	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36770	1/29/2008	MICROMARKETING	31.40		35593515 - 458000	BOOKS & PERIODICALS
36770	1/29/2008	MICROMARKETING	42.48		35593515 - 458000	BOOKS & PERIODICALS
36770	1/29/2008	MICROMARKETING	67.85		35593515 - 458000	BOOKS & PERIODICALS
36770	1/29/2008	MICROMARKETING	168.05		35593515 - 458000	BOOKS & PERIODICALS
36788	1/29/2008	NEWSBANK, INC.	5,690.00	#17472 ACCT	35593512 - 434500	OFFICE SUPPLIES
36792	1/29/2008	OFFICE DEPOT	155.04	OFFICE SUPPLIES	35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	15.00	BOOKS	35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	18.71	BOOKS/PERIODICALS	35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	34.20		35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	215.10		35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	369.00		35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	838.10		35593515 - 458000	BOOKS & PERIODICALS
36802	1/29/2008	RANDOM HOUSE, INC	520.22		35593515 - 458000	BOOKS & PERIODICALS
36803	1/29/2008	RECORDED BOOKS	13.03		35593515 - 458000	BOOKS & PERIODICALS
36804	1/29/2008	REGENT BOOK CO	89.64		35593515 - 458000	BOOKS & PERIODICALS
36804	1/29/2008	REGENT BOOK CO	335.00		35593515 - 458000	BOOKS & PERIODICALS
36810	1/29/2008	SALEM PRESS, INC	60.00	POWERWASH BOOKMOBILES	35593512 - 421000	SERVICE TO MAINT BUILDING
36814	1/29/2008	SHOW SHOP	139.56	#20630 ACCT	35593512 - 427100	TEMP AGENCY SERVICES
36819	1/29/2008	SPHERION CORPORATION	120.00	SEC-DPL-011508	35593512 - 428000	PROFESSIONAL SERVICES
36828	1/29/2008	THOMPSON, KRISTOPHER	826.79	DPL FUEL USAGE-JAN'08	35593512 - 431000	GASOLINE
36832	1/29/2008	TREAS-FLEET MAINTENANCE	891.21	DEC'07 POSTAGE	35593512 - 424500	POSTAGE
36833	1/29/2008	TREAS-GENERAL FUND	42.40	DPL PETTY CASH	35593512 - 421000	SERVICE TO MAINT BUILDING
36834	1/29/2008	TREAS-PETTY CASH	10.00		35593512 - 424100	CONFERENCES & TRAVEL
36834	1/29/2008	TREAS-PETTY CASH	26.00		35593512 - 431200	JANITORIAL SUPPLIES
36834	1/29/2008	TREAS-PETTY CASH	19.33		35593512 - 432000	MATERIALS - BUILDINGS
36834	1/29/2008	TREAS-PETTY CASH	4.02		35593512 - 434500	OFFICE SUPPLIES
36834	1/29/2008	TREAS-PETTY CASH	9.71		35593512 - 434500	OFFICE SUPPLIES
36834	1/29/2008	TREAS-PETTY CASH	12.44		35593512 - 434500	OFFICE SUPPLIES
36834	1/29/2008	TREAS-PETTY CASH	19.95		35593515 - 458000	BOOKS & PERIODICALS
36834	1/29/2008	TREAS-PETTY CASH	581.75	COLLECTION SVCS/ 12/07	35593512 - 428000	PROFESSIONAL SERVICES
36819	1/29/2008	UNIQUE MANAGEMENT SERVICES	300.00	2 USED ADTRAN ROUTERS	35593512 - 424500	POSTAGE
36842	1/29/2008	USED ROUTER.COM	26.91	#802792473 ACCT	35593512 - 449900	SMALL CAPITAL ITEMS
36842	1/29/2008	USED ROUTER.COM	85.24		35593512 - 432000	MATERIALS - BUILDINGS
36846	1/29/2008	W W GRAINGER, INC.	159.11		35593512 - 432000	MATERIALS - BUILDINGS
36846	1/29/2008	W W GRAINGER, INC.	498.00	#102183 ACCT	35593515 - 458000	BOOKS & PERIODICALS
36819	1/29/2008	WEST GROUP BOOKS	20.28	#1000453512 ACCT	35593515 - 458000	BOOKS & PERIODICALS
36850	1/29/2008	WEST GROUP		BOOKS/PERIODICALS		
36853	1/29/2008	WESTON WOODS STUDIOS				

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**CIT FDECATUR
 LIBRARY FUNDS CHECK REGISTER
 FOR INVOICES FROM 1/1/2008 TO 1/31/2008**

CHECK NO.	CHECK DATE	VENDOR	ITEM AMOUNT	ITEM DESCRIPTION	ACCOUNT #	ACCOUNT DESCRIPTION
36854	1/29/2008	WORLD BOOK, INC	839.00	BOOKS/PERIODICALS	35595942 - 458000	BOOKS & PERIODICALS
35 LIBRARY FUND Total			91,431.78			
59 LIBRARY TRUST FUNDS						
36682	1/29/2008	BAKER & TAYLOR CO	-13.45	CREDIT MEMO/BOOKS/PERIODCLS	59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-11.04		59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	-11.04	CREDIT MEMOS	59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	9.21	BOOKS/PERIODICALS	59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	11.04		59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	26.95		59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	34.95		59595942 - 458000	BOOKS & PERIODICALS
36682	1/29/2008	BAKER & TAYLOR CO	196.04		59595942 - 458000	BOOKS & PERIODICALS
36693	1/29/2008	BOOK WHOLESALERS, INC.	7.85		59595942 - 458000	BOOKS & PERIODICALS
36702	1/29/2008	CHAMBER OF COMMERCE	50.00	DECATUR BOOK	59595922 - 458000	BOOK AND PERIODICALS
36728	1/29/2008	GALE GROUP, INC.	25.56	BOOKS/PERIODICALS	59595942 - 458000	BOOKS & PERIODICALS
36728	1/29/2008	GALE GROUP, INC.	27.96		59595942 - 458000	BOOKS & PERIODICALS
59 LIBRARY TRUST FUNDS Total			354.03			

WARRANT TOTAL: **91,785.81**

DECATUR PUBLIC LIBRARY
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FOR 2008 09

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ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANC	AVAILABLE BUDGET	PCT USED
35 LIBRARY FUND							
3559350 300000 BEGINNING FUND BALANCE	\$ (545,936.00)	\$ (545,936.00)	\$ (362,540.01)	\$ -	\$ -	\$ (183,395.99)	66.4 % *
3559350 301103 REAL ESTATE TAXES	\$ (3,272,543.00)	\$ (3,272,543.00)	\$ (3,266,579.98)	\$ (145,868.02)	\$ -	\$ (5,963.02)	99.8 %
3559350 302104 STATE REPLACEMENT TAX	\$ (305,000.00)	\$ (305,000.00)	\$ (267,295.70)	\$ (47,314.11)	\$ -	\$ (37,704.30)	87.6 %
3559350 302107 STATE GRANTS OR OTHER	\$ (125,000.00)	\$ (125,000.00)	\$ (12,020.00)	\$ -	\$ -	\$ (112,980.00)	9.6 % *
3559350 305509 FINES AND FEES	\$ (63,000.00)	\$ (63,000.00)	\$ (44,335.82)	\$ (4,323.06)	\$ -	\$ (18,664.18)	70.4 % *
3559350 305510 NON-RESIDENTIAL FEES	\$ (600.00)	\$ (600.00)	\$ (717.53)	\$ (87.23)	\$ -	\$ 117.53	119.6 %
3559350 305511 LOST OR DAMAGED BOOKS	\$ (10,000.00)	\$ (10,000.00)	\$ (8,010.12)	\$ (739.35)	\$ -	\$ (1,989.88)	80.1 %
3559350 305514 COPIES AND MISCELLANEOUS	\$ (13,000.00)	\$ (13,000.00)	\$ (13,143.41)	\$ (1,336.83)	\$ -	\$ 143.41	101.1 %
3559350 305515 MELTING ROOM FEES	\$ (12,000.00)	\$ (12,000.00)	\$ (7,825.00)	\$ (420.00)	\$ -	\$ (4,175.00)	65.2 % *
3559350 307101 INVESTMENT INCOME	\$ (42,000.00)	\$ (42,000.00)	\$ (30,869.42)	\$ (3,106.64)	\$ -	\$ (11,130.58)	73.5 % *
3559350 308846 LEASE OF LIBRARY PROPERTY	\$ (40,000.00)	\$ (40,000.00)	\$ (54,913.54)	\$ (3,442.43)	\$ -	\$ 14,913.54	137.3 %
TOTAL LIBRARY FUND	\$ (4,129,079.00)	\$ (4,129,079.00)	\$ (4,068,250.53)	\$ (206,637.67)	\$ -	\$ (360,828.47)	91.9 %
35593511 DPL - PERSONNEL SERVICES							
35593511 409000 SALARIES	\$ 2,110,825.00	\$ 2,110,825.00	\$ 1,599,886.06	\$ 159,141.62	\$ -	\$ 510,938.94	75.8 % *
35593511 410100 OVERTIME	\$ 4,000.00	\$ 4,000.00	\$ 1,987.94	\$ -	\$ -	\$ 2,012.06	49.7 %
35593511 410200 TEMPORARY SALARIES	\$ 5,000.00	\$ 5,000.00	\$ 1,033.35	\$ -	\$ -	\$ 3,966.65	20.7 %
35593511 410400 IMRF/SOCIAL SECURITY PAYN	\$ 354,629.00	\$ 354,629.00	\$ 282,525.52	\$ 27,808.72	\$ -	\$ 72,103.48	79.7 % *
35593511 411100 LIFE INSURANCE	\$ 3,133.00	\$ 3,133.00	\$ 2,292.51	\$ 265.52	\$ -	\$ 840.49	73.2 %
35593511 411200 MEDICAL INSURANCE	\$ 365,000.00	\$ 365,000.00	\$ 278,073.54	\$ 28,394.96	\$ -	\$ 86,926.46	76.2 % *
35593511 411400 WORKERS' COMPENSATION	\$ 32,800.00	\$ 32,800.00	\$ 21,576.32	\$ 2,122.44	\$ -	\$ 11,223.68	65.8 %
35593511 411500 SERVICE RECOGNITION	\$ 20,000.00	\$ 20,000.00	\$ 18,743.91	\$ 1,301.87	\$ -	\$ 1,256.09	93.7 % *
TOTAL DPL - PERSONNEL SERVICES	\$ 2,895,387.00	\$ 2,895,387.00	\$ 2,206,119.15	\$ 219,035.13	\$ -	\$ 689,267.85	76.2 %

DECATUR PUBLIC LIBRARY
City of Decatur

YEAR-TO-DATE BUDGET REPORT
Revenue Expense Summary January 2008

35593512 DPL - OPERATING EXPENSES													
35593512	420100	ADVERTISING	\$	400.00	\$	400.00	\$	-	\$	-	\$	400.00	0%
35593512	420200	PRINTING AND BINDING	\$	8,000.00	\$	8,000.00	\$	7,653.63	\$	210.34	\$	346.37	95.7%
35593512	421000	SERVICE TO MAINT BUILDING	\$	35,000.00	\$	35,852.00	\$	28,896.41	\$	3,822.36	\$	5,350.81	85.1%
35593512	421100	SERV TO MAINT IMPROVEMEN	\$	1,000.00	\$	1,000.00	\$	-	\$	-	\$	1,000.00	0%
35593512	421200	SERV - AUTO EQUIPMENT	\$	3,500.00	\$	3,500.00	\$	4,548.90	\$	-	\$	(1,048.90)	130%
35593512	421300	SERV-OFFICE EQUIPMENT	\$	20,000.00	\$	20,000.00	\$	21,458.50	\$	1,529.56	\$	(1,458.50)	107.3%
35593512	423000	MIS SERVICES	\$	21,795.00	\$	21,795.00	\$	16,346.25	\$	1,816.25	\$	5,448.75	75%
35593512	423100	ELECTRICITY	\$	200,000.00	\$	200,000.00	\$	119,879.14	\$	25,572.63	\$	80,120.86	59.9%
35593512	423200	NATURAL GAS	\$	40,000.00	\$	40,000.00	\$	1,037.76	\$	-	\$	38,962.24	2.6%
35593512	423300	TELEPHONE	\$	27,000.00	\$	27,000.00	\$	27,892.26	\$	1,568.90	\$	(892.26)	103.3%
35593512	423400	WATER	\$	5,000.00	\$	5,000.00	\$	3,568.75	\$	-	\$	1,431.25	71.4%
35593512	423901	BANKING SERVICE CHARGES	\$	100.00	\$	100.00	\$	101.85	\$	-	\$	(4.85)	104.9%
35593512	424000	TRAINING SCHOOL EXPENSES	\$	750.00	\$	750.00	\$	555.00	\$	-	\$	195.00	74%
35593512	424100	CONFERENCES & TRAVEL	\$	6,500.00	\$	6,500.00	\$	5,047.10	\$	10.00	\$	1,452.60	77.7%
35593512	424500	POSTAGE	\$	16,000.00	\$	16,000.00	\$	13,112.94	\$	1,041.32	\$	2,887.06	82%
35593512	424700	COMPUTER SOFTWARE	\$	32,000.00	\$	32,000.00	\$	31,109.10	\$	-	\$	890.90	97.2%
35593512	426500	MEDICAL EXPENSES	\$	500.00	\$	500.00	\$	-	\$	-	\$	500.00	0%
35593512	427100	TEMP AGENCY SERVICES	\$	2,000.00	\$	2,000.00	\$	139.56	\$	139.56	\$	1,860.44	7%
35593512	427200	TUITION REIMBURSEMENT	\$	2,500.00	\$	2,500.00	\$	1,571.00	\$	369.00	\$	929.00	62.8%
35593512	427300	TRAVEL INTERVIEW EXP	\$	100.00	\$	100.00	\$	-	\$	-	\$	100.00	0%
35593512	428000	PROFESSIONAL SERVICES	\$	55,000.00	\$	55,000.00	\$	49,158.91	\$	2,696.75	\$	5,016.09	90.9%
35593512	428400	MEMBERSHIP FEES	\$	2,100.00	\$	2,100.00	\$	1,654.00	\$	-	\$	446.00	78.8%
35593512	428900	RENTAL - EQUIPMENT	\$	500.00	\$	500.00	\$	-	\$	-	\$	500.00	0%
35593512	431000	GASOLINE	\$	9,000.00	\$	9,000.00	\$	6,260.84	\$	1,574.43	\$	2,739.16	69.6%
35593512	431200	JANITORIAL SUPPLIES	\$	8,500.00	\$	8,500.00	\$	7,058.45	\$	313.07	\$	1,441.55	83%
35593512	432000	MATERIALS - BUILDINGS	\$	25,000.00	\$	25,000.00	\$	9,008.45	\$	141.50	\$	15,991.55	36%
35593512	433700	MATERIAL - AUTO EQUIP	\$	2,700.00	\$	2,700.00	\$	4,995.46	\$	-	\$	(2,295.46)	185%
35593512	434500	OFFICE SUPPLIES	\$	35,000.00	\$	35,651.00	\$	35,188.61	\$	1,151.92	\$	509.84	100.1%
35593512	435700	EMPLOYEE RECOG SUPPLIES	\$	50.00	\$	50.00	\$	-	\$	-	\$	50.00	0%
35593512	441500	TRANSFER TO GENERAL FID	\$	1,200.00	\$	1,200.00	\$	900.00	\$	100.00	\$	300.00	75%
35593512	441800	MOTOR VEHICLE INSURANCE	\$	2,333.00	\$	2,333.00	\$	1,749.78	\$	194.42	\$	583.22	75%
35593512	442000	BOILER INSURANCE	\$	2,477.00	\$	2,477.00	\$	1,857.78	\$	206.42	\$	619.22	75%
35593512	442100	PROPERTY INSURANCE	\$	21,485.00	\$	21,485.00	\$	16,113.78	\$	1,790.42	\$	5,371.22	75%
35593512	442300	GENERAL LIABILITY INS	\$	13,724.00	\$	13,724.00	\$	10,293.03	\$	1,143.67	\$	3,430.97	75%
35593512	442600	COLLISION DEDUCTIBLE	\$	1,000.00	\$	1,000.00	\$	-	\$	-	\$	1,000.00	0%
35593512	449200	TAX & INSURANCE PAYMENT	\$	-	\$	-	\$	17,069.29	\$	-	\$	(17,069.29)	100%
35593512	449900	SMALL CAPITAL ITEMS	\$	20,000.00	\$	20,000.00	\$	6,111.98	\$	300.00	\$	13,888.02	30.6%
TOTAL DPL - OPERATING EXPENSES			\$	622,214.00	\$	623,718.00	\$	450,341.81	\$	45,692.52	\$	2,940.08	72.7%

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City of Decatur

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35593515 DPL - OPERATING EXPENSES

35593515 458000 BOOKS & PERIODICALS	\$ 465,977.00	\$ 465,977.00	\$ 283,293.60	\$ 38,751.15	\$ -	\$ 182,683.40	60.8 %
35593515 458841 MAG/PAPERS - MAIN ADULT	\$ -	\$ -	\$ 17,735.23	\$ 251.00	\$ -	\$ (17,735.23)	100 % *
35593515 458842 MAG/PAPERS MAIN YOUTH	\$ -	\$ -	\$ 524.36	\$ -	\$ -	\$ (524.36)	100 % *
35593515 458843 MAG/PAPERS MAIN JUVENILE	\$ -	\$ -	\$ 1,573.92	\$ -	\$ -	\$ (1,573.92)	100 % *
35593515 458844 MAG/PAPERS - MAIN REFEREN	\$ -	\$ -	\$ 4,191.97	\$ -	\$ -	\$ (4,191.97)	100 % *
35593515 458845 MAG/PAPERS - MAIN PROFESS	\$ -	\$ -	\$ 391.98	\$ -	\$ -	\$ (391.98)	100 % *
35593515 458847 MAG/PAPERS - EXTENSION AL	\$ -	\$ -	\$ 3,654.17	\$ -	\$ -	\$ (3,654.17)	100 % *

TOTAL DPL - OPERATING EXPENSES

\$ 465,977.00	\$ 465,977.00	\$ 311,365.23	\$ 39,002.15	\$ -	\$ 154,611.77	66.8 %
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35593522 DPL LEASE- OP EXPENSES

35593522 440900 PRINCIPAL PAYMENTS	\$ 21,875.00	\$ 21,875.00	\$ 21,875.00	\$ -	\$ -	\$ -	100 % *
35593522 441000 INTEREST PAYMENTS	\$ 2,188.00	\$ 2,188.00	\$ 2,187.50	\$ -	\$ -	\$ 0.50	100 % *

TOTAL DPL LEASE- OP EXPENSES

\$ 24,063.00	\$ 24,063.00	\$ 24,062.50	\$ -	\$ -	\$ 0.50	100 %
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35593532 VILLAGE MALL-OP EXPENSES

35593532 421000 SERVICE TO MAINT BUILDING	\$ -	\$ -	\$ 13,317.07	\$ 3,164.74	\$ -	\$ (13,317.07)	100 % *
35593532 423100 ELECTRICITY	\$ -	\$ -	\$ 11,268.45	\$ 3,884.65	\$ -	\$ (11,268.45)	100 % *
35593532 429900 CONTRACTUAL SERVICES	\$ -	\$ -	\$ 11,657.08	\$ 1,898.34	\$ -	\$ (11,657.08)	100 % *
TOTAL VILLAGE MALL-OP EXPENSES	\$ -	\$ -	\$ 36,242.60	\$ 8,947.73	\$ -	\$ (36,242.60)	100 %
TOTAL LIBRARY FUND	\$ (421,438.00)	\$ (419,934.00)	\$ (1,040,119.24)	\$ 106,039.86	\$ 2,940.08	\$ 617,244.67	247 %
TOTAL REVENUES	\$ (4,429,079.00)	\$ (4,429,079.00)	\$ (4,068,250.53)	\$ (206,637.67)	\$ -	\$ (360,828.47)	
TOTAL EXPENSES	\$ 4,007,641.00	\$ 4,009,145.00	\$ 3,028,131.29	\$ 312,677.53	\$ 2,940.08	\$ 978,073.14	

GRAND TOTAL

\$ (421,438.00)	\$ (419,934.00)	\$ (1,040,119.24)	\$ 106,039.86	\$ 2,940.08	\$ 617,244.67	247 %
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DECATUR PUBLIC LIBRARY
 City of Decatur
YEAR-TO-DATE BUDGET REPORT
Revenue Expense Summary January 2008

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE	AVAILABLE BUDGET	PCT USED
59 LIBRARY TRUST FUNDS							
5959590 DPL TRUST FUND REVENUES							

5959590 300590 BEG FUND BAL- CANTONI	\$ (86,000.00)	\$ (86,000.00)	\$ (90,027.99)	\$ -	\$ -	\$ 4,027.99	104.7 %
5959590 300591 BEG FUND BAL- MEYERS	\$ (270,000.00)	\$ (270,000.00)	\$ (282,592.59)	\$ -	\$ -	\$ 12,592.59	104.7 %
5959590 300592 BEG FUND BAL - BRIDGES	\$ (1,000.00)	\$ (1,000.00)	\$ (1,255.17)	\$ -	\$ -	\$ 255.17	125.5 %
5959590 300593 BEG FUND BAL - DONATION	\$ (12,000.00)	\$ (12,000.00)	\$ (8,459.68)	\$ -	\$ -	\$ (3,540.32)	70.5 % *
5959590 307103 INTEREST INC - CANTONI	\$ (3,500.00)	\$ (3,500.00)	\$ (2,844.00)	\$ (251.49)	\$ -	\$ (656.00)	81.3 %
5959590 307104 INTEREST INC - MEYERS	\$ (12,000.00)	\$ (12,000.00)	\$ (9,149.75)	\$ (822.61)	\$ -	\$ (2,850.25)	76.2 %
5959590 307105 INTEREST INC - BRIDGES	\$ (50.00)	\$ (50.00)	\$ (119.57)	\$ (82.54)	\$ -	\$ 69.57	239.1 %
5959590 307142 INTEREST - DONATIONS	\$ (350.00)	\$ (350.00)	\$ (222.01)	\$ (19.55)	\$ -	\$ (127.99)	63.4 % *
5959590 308805 CONTRIBUTIONS	\$ (3,000.00)	\$ (3,000.00)	\$ (2,278.54)	\$ (410.00)	\$ -	\$ (721.46)	76 %
TOTAL DPL TRUST FUND REVENUES	\$ (387,900.00)	\$ (387,900.00)	\$ (396,949.30)	\$ (1,586.19)	\$ -	\$ 9,049.30	102.3 %
59 LIBRARY TRUST FUNDS							
59595912 TRUST CANTONI EXPENSES							

59595912 458000 BOOKS & PERIODICALS	\$ 30,000.00	\$ 30,000.00	\$ 3,794.97	\$ -	\$ -	\$ 26,205.03	12.6 %
TOTAL TRUST CANTONI EXPENSES	\$ 30,000.00	\$ 30,000.00	\$ 3,794.97	\$ -	\$ -	\$ 26,205.03	12.6 %
59 LIBRARY TRUST FUNDS							
59595922 TRUST MEYER EXPENSES							

59595922 428000 PROFESSIONAL FEES	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	0 %
59595922 449900 SMALL CAPITAL ITEMS	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	0 %
59595922 458000 BOOK AND PERIODICALS	\$ 2,500.00	\$ 2,500.00	\$ 425.95	\$ 50.00	\$ -	\$ 2,074.05	17 %
TOTAL TRUST MEYER EXPENSES	\$ 20,000.00	\$ 20,000.00	\$ 425.95	\$ 50.00	\$ -	\$ 19,574.05	2.1 %

DECATUR PUBLIC LIBRARY

City of Decatur

YEAR-TO-DATE BUDGET REPORT

Revenue Expense Summary January 2008

59	LIBRARY TRUST FUNDS																			
	59595932 TRUST BRIDGES EXPENSES																			

	59595932 458000 BOOKS & PERIODICALS	\$	500.00	\$	500.00	\$	-	\$	-	\$	-	\$	-	\$	500.00	\$	500.00			0%
	TOTAL TRUST BRIDGES EXPENSES	\$	500.00	\$	500.00	\$	-	\$	-	\$	-	\$	-	\$	500.00					0%
59	LIBRARY TRUST FUNDS																			
	59595942 TRUST DONATION EXPENSES																			

	59595942 458000 BOOKS & PERIODICALS	\$	3,000.00	\$	3,000.00	\$	3,866.18	\$	242.16	\$	-	\$	-	\$	(866.18)	\$	128.9			%
	TOTAL TRUST DONATION EXPENSES	\$	3,000.00	\$	3,000.00	\$	3,866.18	\$	242.16	\$	-	\$	-	\$	(866.18)					%
	TOTAL LIBRARY TRUST FUNDS	\$	(334,400.00)	\$	(334,400.00)	\$	(388,862.20)	\$	(1,294.03)	\$	-	\$	-	\$	54,462.20					%
	TOTAL REVENUES	\$	(387,900.00)	\$	(387,900.00)	\$	(396,949.30)	\$	(1,586.19)	\$	-	\$	-	\$	9,049.30					%
	TOTAL EXPENSES	\$	53,500.00	\$	53,500.00	\$	8,087.10	\$	292.16	\$	-	\$	-	\$	45,412.90					%
	GRAND TOTAL	\$	(334,400.00)	\$	(334,400.00)	\$	(388,862.20)	\$	(1,294.03)	\$	-	\$	-	\$	54,462.20					%

Karen Bjorkman

From: Lee Ann Fisher [lfisher@decaturlib.il.us]
Sent: Friday, January 18, 2008 8:00 AM
To: dplboard@decaturlib.il.us
Cc: mgibson@bwm-law.com
Subject: Meeting follow up

Remember the personnel meeting has been changed to February 12 to follow the finance meeting. We need to discuss the arbitration decision on job descriptions. Finance should have the budget to discuss.

From 11-16/12-19

Electric bill for Bagel Shop, meter 1 \$1,768.13 + meter 2 \$502.51 = \$2,270.64
 Gas bill for Bagel Shop \$1,564.92
 Total utilities for Bagel shop \$3,835.56

Library Annex common area electrical bill \$14.89
 Library Annex common area gas bill \$34.20
 Total utilities for library to pay \$49.09

From 10-17/11-14

Electric bill for Bagel Shop, meter 1 \$1,486.14 + meter 2 \$502.17 = \$1,988.31
 Gas bill for Bagel Shop \$674.98
 Total utilities for Bagel shop \$2,663.29

Library Annex common area electrical bill \$15.19
 Library Annex common area gas bill \$34.20
 Total utilities for library to pay \$49.39

The electrician will be here Tuesday to give an estimate on separating out Bagel Shop electrical use from common area use.

Lee Ann Fisher
 City Librarian
 Decatur Public Library
 130 North Franklin Street
 Decatur, IL 62523-1327
 217-424-2900 x 113
 217-521-3104 cell
 217-233-4071 fax
 www.decaturlib.il.us

DECATUR PUBLIC LIBRARY
Library Fund Revenue

08 Budget 09 Budget

35/350

300000	Beginning Fund Balance	\$ 545,936.00	\$ 400,000.00
301103	Real estate taxes	\$ 3,272,543.00	\$ 3,501,621.00
302104	State replacement tax	\$ 305,000.00	\$ 385,436.00
302107	State grants or other	\$ 125,000.00	\$ 115,000.00
30559	Fines & fees	\$ 63,000.00	\$ 63,000.00
305510	Non-resident fees	\$ 600.00	\$ 650.00
305511	Lost or damaged books	\$ 10,000.00	\$ 11,000.00
305514	Copies and misc	\$ 13,000.00	\$ 15,000.00
304415	Meeting room fees	\$ 12,000.00	\$ 10,000.00
307101	Investment income	\$ 42,000.00	\$ 45,000.00
308846	Lease of library property	\$ 40,000.00	\$ 30,000.00
308899	Misc. income		
		\$ 4,429,079.00	\$ 4,576,707.00

35/3511

Library Fund Expenses

409000	Salaries	\$ 2,110,825.00	\$ 2,209,024.00
410100	Overtime	\$ 4,000.00	\$ 3,500.00
410200	Temporary salaries	\$ 5,000.00	\$ 2,500.00
410400	Retirement - IMRF	\$ 354,629.00	\$ 374,772.00
411100	Life insurance	\$ 3,133.00	\$ 3,250.00
411200	Medical insurance	\$ 365,000.00	\$ 370,000.00
411300	Unemployment	\$ -	\$
411400	Worker's comp	\$ 32,800.00	\$ 31,464.00
411500	Service recognition	\$ 20,000.00	\$ 20,000.00

Total Personnel Services

\$ 2,895,387.00 \$ 3,014,510.00

420100	Advertising	\$ 400.00	\$ 200.00
420200	Printing & binding	\$ 8,000.00	\$ 8,900.00
421000	Serv. To maintain bld.	\$ 35,000.00	\$ 35,000.00
421100	Serv. To maintain improvements	\$ 1,000.00	\$ 250.00
421200	Serv. - automotive equipment	\$ 3,500.00	\$ 5,000.00
421300	Serv. - office equipment	\$ 20,000.00	\$ 22,000.00
423000	MIS services	\$ 20,835.00	\$ 21,795.00
423100	Electricity	\$ 200,000.00	\$ 150,000.00
423200	Natural gas	\$ 40,000.00	\$ 20,000.00
423300	Telephone	\$ 27,000.00	\$ 30,000.00
423400	Water	\$ 5,000.00	\$ 5,000.00
423901	Bank Charge	\$ 100.00	\$ 150.00
424000	Training School	\$ 750.00	\$ 800.00
424100	Conference & travel	\$ 6,500.00	\$ 7,250.00
424500	Postage	\$ 16,000.00	\$ 17,500.00
424700	Computer software	\$ 32,000.00	\$ 20,000.00
426500	Medical expenses	\$ 500.00	\$ 250.00
427100	Temp. Agency fees	\$ 2,000.00	\$ 1,000.00

427200 Tuition reimbursement	\$ 2,500.00	\$ 2,000.00
427300 Travel interview expense	\$ 100.00	\$ 100.00
428000 Professional fees	\$ 55,000.00	\$ 60,000.00
428400 Membership fees	\$ 2,100.00	\$ 31,000.00
428900 Rental - equipment	\$ 500.00	\$ 250.00
431000 Gasoline	\$ 9,000.00	\$ 9,000.00
431200 Janitorial supplies	\$ 8,500.00	\$ 9,000.00
432000 Material - buildings	\$ 25,000.00	\$ 20,000.00
433700 Material - auto equipment	\$ 2,700.00	\$ 5,000.00
434500 Office supplies	\$ 35,000.00	\$ 36,500.00
435700 Employee recognition supplies	\$ 50.00	\$ 50.00
441500 Transfer to city general fund	\$ 1,200.00	\$ 1,200.00
441800 Motor vehicle insurance	\$ 2,333.00	\$ 2,662.00
442333 Boiler insurance	\$ 2,477.00	\$ 1,231.00
442100 Property insurance	\$ 21,485.00	\$ 26,742.00
442300 General liability insurance	\$ 18,778.00	\$ 8,942.00
442600 Collision deductible	\$ 1,000.00	\$ 1,000.00
449900 Small capital items	\$ 20,000.00	\$ 10,000.00
Total Operating Expenses	\$ 626,308.00	\$ 569,772.00

458000 Books and Periodicals	\$ 465,977.00	\$ 463,956.00
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35/3522 Library Lease Expenses

440900 Principal payment on loan	\$ 21,875.00	\$ 21,875.00
441000 Interest payment on loan	\$ 2,188.00	\$ 1,094.00
Total Lease Expenses	\$ 24,063.00	\$ 22,969.00

35/3532 Village Mall - Operating Expenses

421000 Servie to maintain buildings	\$ 5,000.00
	\$ 15,000.00
	\$ 10,000.00
Total Village Mall Expenses	\$ 30,000.00

	\$ 4,011,735.00	\$ 4,101,207.00
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Chapter VI Programming

A library can reach out to its entire community through programming. Programs publicize the library, introduce special groups to library materials and services, and provide information and recreation. Library programs are a particularly effective way of introducing the community to a variety of cultures.

It is well accepted that traditional programming for younger children helps them develop reading habits and encourages them and their parents to use the library and its resources. Programs for young adults identify resources that help them understand some of the intellectual, emotional, and social changes they are experiencing. Programs can reintroduce the newly retired to a library that has grown during the years that they did not have time to use it.

If the library opens its meeting rooms, display cases, and other exhibit areas to nonlibrary-sponsored programs and nonlibrary-sponsored exhibits and displays, policies and procedures must cover the use of these facilities. This policy as well as other library policies should be reviewed by the library's attorney.

Applicable Core Standards

- Core 1.** The library provides uniformly gracious and friendly service to all users.
- Core 4.** The library is in compliance with all federal laws that affect library operations including but not limited to the *Americans with Disabilities Act* [42 U.S.C. 12101 et seq.], the *Fair Labor Standards Act* [29 U.S.C. 201 et seq.] and the *Bloodborne Pathogens Standard* [29 C.F.R. § 1910.1030]. (See appendix 1.)
- Core 12.** The library has a board-approved mission statement, a long-range plan, a disaster prevention and recovery plan, and policies. Such policies include but are not limited to the following topics: personnel; reference; use of the library's materials, services, and facilities including use of the library for exhibits and meetings; and collection management. Illinois statutory law specifically requires the board to establish and review at least biennially a written policy for the selection of library materials (as part of the library's collection management policy) and the use of library materials and facilities [75 ILL. COMP. STAT. ANN. 5/4-7.2 or 75 ILL. COMP. STAT. ANN. 16/30-60]. All library policies are in compliance with state and federal laws. (See appendix 2.)
- Core 16.** The library adopts and adheres to the principles set forth in the American Library Association's *Library Bill of Rights* and other ALA intellectual freedom statements and interpretations. (See appendices 2.4-2.6 for ALA *Library Bill of Rights* and other ALA intellectual freedom statements.)

Supplemental Standards

1. Library programs are provided free of charge.
2. Library programs are located in a physically accessible location. Provisions are made, as needed, to enable persons with disabilities to participate in the program. The availability of these provisions is noted with other information about the program.
3. The library considers community demographics, special populations, and the availability of programming from other social, cultural, and recreational organizations in the community when planning and evaluating programs.

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News & Events

Press Releases

FOR IMMEDIATE RELEASE

February 19, 2008

IMLS Press Contacts

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851 Museums, Libraries, and Archives Selected to Receive *IMLS Connecting to Collections Bookshelf*

WASHINGTON, DC—Dr. Anne-Imelda Radice, Director of the Institute of Museum and Library Services, announced today that 851 museums, libraries, and archives, representing every state, the District of Columbia, and Puerto Rico, have been selected to receive the *IMLS Connecting to Collections Bookshelf*. The contents of the bookshelf were selected by a blue ribbon panel of conservation experts; it includes an essential set of books, online resources, and a user's guide that can profoundly impact the ability of small libraries and museums to care for their collections.

To see the list of recipients, go to http://www.imls.gov/news/2008/021908_list.shtm.

"We are pleased to announce the first group of IMLS *Bookshelf* recipients. These small libraries and museums are taking up the charge to care for America's heritage," said Radice. "A recent national study tells a sobering story about the state of America's library and museum collections. Without immediate action we stand to lose important collections that are at the heart of the American story."

The IMLS Bookshelf was made possible by a cooperative agreement with the American Association for State and Local History and with support from the Getty Foundation, the Henry Luce Foundation, and the Samuel H. Kress Foundation. It is part of *Connecting to Collections: A Call to Action*, a strategic initiative by IMLS to address the challenge described in *A Public Trust at Risk: The Heritage Health Index Report on the State of America's Collections*. The report concluded that:

- 190 million objects need conservation treatment,
- 65 percent of collecting institutions have damaged collections due to improper storage,
- 80 percent of collecting institutions lack an emergency plan for their collections and trained staff to carry it out, and
- 40 percent of institutions have no funds allocated in their annual budget for preservation and conservation.

Among the 851 institutional recipients, 236 are libraries or archives and 615 are museums. Most of the recipients have small budgets and staffs and have demonstrated an urgent need for this permanent resource. History museums, historic houses, and academic libraries with special collections are especially well represented among the recipients. Thirty zoos, aquaria, botanical gardens, and nature centers are also represented.

Recipients are located in 346 of the nation's 435 congressional districts.

"The Getty Foundation is delighted to join with the Institute of Museum and Library Services in support of the *Connecting to Collections Bookshelf*," said Getty Foundation Director Deborah Marrow. "The program will help so many small and medium-sized museums, libraries and archives throughout the country to care for their important collections. The Getty is committed to advancing the understanding and preservation of the visual arts, and the IMLS project makes a clear contribution toward these goals."

"The Luce Foundation is proud to support the IMLS Conservation Bookshelf project, which will serve as a valuable resource for institutions around the country and provide significant information on collections care," said Ellen Holtzman, Program Director for American Art at the Henry Luce Foundation.

The IMLS *Bookshelf* focuses on collections typically found in art or history museums and in libraries' special collections, with an added selection of texts for living collections. It addresses topics including the philosophy and ethics of collecting, collections management and planning, emergency preparedness, and culturally specific conservation issues. Among the publications selected were *The National Trust Manual of Housekeeping* (published by the British National Trust in 2005), the *Field Guide to Emergency Response* (published by Heritage Preservation in 2006), and *Essentials of Conservation Biology* (published by Primack in 2006).

The last application period for the IMLS *Bookshelf* is March 1 – April 30, 2008, with recipients announced in July 2008. Instructions, qualifications, and the content of the IMLS *Bookshelf*, along with the online application form, can be found at www.aaslh.org/Bookshelf. Applicants may begin applying on March 1, 2008.

Priority will be given to smaller institutions, but large museums and libraries with special collections are also eligible to apply. Federally-operated institutions, for-profit institutions, and libraries that do not hold special collections are not eligible to receive the IMLS *Bookshelf*. For more information, please contact Terry Jackson at jackson@aaalh.org or 615-320-3203.

The Institute of Museum and Library Services is the primary source of federal support for the nation's 122,000 libraries and 17,500 museums. The Institute's mission is to create strong libraries and museums that connect people to information and ideas. The Institute works at the national level and in coordination with state and local organizations to sustain heritage, culture, and knowledge; enhance learning and innovation; and support professional development. To learn more about the Institute, please visit www.imls.gov.

The American Association for State and Local History is a non-profit membership organization comprising individuals, agencies, and organizations acting in the public trust, engaged in the practice of history, and representing a variety of disciplines and professions. It provides leadership and support for its members who preserve and interpret state and local history in order to make the past more meaningful to all Americans. To learn more, visit www.aaslh.org.

The Getty Foundation provides support to institutions and individuals throughout the world, funding a diverse range of projects that promote the understanding and conservation of the visual arts. The Foundation is part of the J. Paul Getty Trust which also includes the J. Paul Getty Museum, the Getty Research Institute, and the Getty Conservation Institute. To learn more, visit www.getty.edu/foundation.

The Henry Luce Foundation was established in 1936 by the late Henry R. Luce, co-founder and editor-in-chief of Time Inc. With assets of approximately \$750 million, the Luce Foundation supports American art, higher education, Asian affairs, theology, and women in science and engineering. To learn more, visit www.hluce.org.

The Samuel H. Kress Foundation was created in 1929 and devotes its resources to advancing the scholarship, conservation and enjoyment of works of European art. The Kress Foundation's programs focus on the preservation of significant monuments of European art and architecture, as well as the nurturing of professional expertise in art history and art conservation. To learn more, visit www.kressfoundation.org.

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IMLS Connecting to Collections: The Bookshelf

Bookshelf Contents

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Ensuring Open and Honest Government

Illinois Open Meetings Act:

Fact Sheet and Recommendations on the Recording of Closed Meetings

FACT: Audio or video recording are required for all closed meetings

Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) currently requires that public bodies keep written minutes of all of their closed meetings. Effective January 1, 2004, Public Act 93-523 replaces this requirement with a requirement that public bodies keep a verbatim record of all their closed meetings in the form of an audio or video recording. As explained below, however, the tapes may not be destroyed unless minutes are approved.

FACT: This rule applies to all public bodies

The requirement to record all closed meetings applies to all public bodies. Thus it applies not only to governing boards such as city councils, county boards, and boards of township trustees, but to all committees, subcommittees and other subsidiary bodies that are themselves subject to the Open Meetings Act.

FACT: Recordings are confidential unless the public body or a court determines otherwise

The verbatim recording of a closed meeting shall not be open for public inspection or subject to discovery unless:

- the public body determines that the recording no longer requires confidential treatment or otherwise consents to disclosure
- a court in a civil proceeding, after an in camera examination, determines that the meeting was unlawful and that all or portions of the recording must be made publicly available
- a court in a criminal proceeding, after an in camera examination, determines that certain portions of the recording should be made available to the parties for use as evidence in the prosecution.

FACT: Each recording of a closed meeting must be kept a minimum of 18 months

Although recordings may be destroyed after 18 months without the permission of the appropriate records commission, no recording may be destroyed unless the public body:

- approves destruction of the particular recording and
- approves minutes of the closed meeting, which minutes shall include, but need not be limited to:
 - the date, time and place of the meeting
 - the members of the public body recorded as present or absent
 - a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken

RECOMMENDATIONS

1. Unless you intend to keep the recordings permanently, keep good minutes of closed meetings and have them approved on an ongoing basis.
2. Make sure the recording is labeled and includes a statement of the date, place, and times of beginning and ending of the closed session, and of the identity of those present. It may also be useful to include a statement of the purpose and basis for the meeting.
3. Procure recording equipment of good enough quality to make clear recordings of all meeting participants.



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GENERAL PROVISIONS
(5 ILCS 120/) Open Meetings Act.

(5 ILCS 120/1) (from Ch. 102, par. 41)

Sec. 1. Policy. It is the public policy of this State that public bodies exist to aid in the conduct of the people's business and that the people have a right to be informed as to the conduct of their business. In order that the people shall be informed, the General Assembly finds and declares that it is the intent of this Act to ensure that the actions of public bodies be taken openly and that their deliberations be conducted openly.

The General Assembly further declares it to be the public policy of this State that its citizens shall be given advance notice of and the right to attend all meetings at which any business of a public body is discussed or acted upon in any way. Exceptions to the public's right to attend exist only in those limited circumstances where the General Assembly has specifically determined that the public interest would be clearly endangered or the personal privacy or guaranteed rights of individuals would be clearly in danger of unwarranted invasion.

To implement this policy, the General Assembly declares:

- (1) It is the intent of this Act to protect the citizen's right to know; and
- (2) The provisions for exceptions to the open meeting requirements shall be strictly construed against closed meetings.

(Source: P.A. 88-621, eff. 1-1-95.)

(5 ILCS 120/1.01) (from Ch. 102, par. 41.01)

Sec. 1.01. This Act shall be known and may be cited as the Open Meetings Act.

(Source: P.A. 82-378.)

(5 ILCS 120/1.02) (from Ch. 102, par. 41.02)

Sec. 1.02. For the purposes of this Act:

"Meeting" means any gathering, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, electronic mail, electronic chat, and instant messaging), or other means of contemporaneous interactive communication, of a majority of a quorum of the members of a public body held for the purpose of discussing public business or, for a 5-member public body, a quorum of the members of a public body held for the purpose of discussing public business.

Accordingly, for a 5-member public body, 3 members of the body constitute a quorum and the affirmative vote of 3 members is necessary to adopt any motion, resolution, or ordinance, unless a greater number is otherwise required.

"Public body" includes all legislative, executive, administrative or advisory bodies of the State, counties, townships, cities, villages, incorporated towns, school districts and all other municipal corporations, boards, bureaus, committees or commissions of this State, and any subsidiary bodies of any of the foregoing including but not limited to committees and subcommittees which are supported in

whole or in part by tax revenue, or which expend tax revenue, except the General Assembly and committees or commissions thereof. "Public body" includes tourism boards and convention or civic center boards located in counties that are contiguous to the Mississippi River with populations of more than 250,000 but less than 300,000. "Public body" includes the Health Facilities Planning Board. "Public body" does not include a child death review team or the Illinois Child Death Review Teams Executive Council established under the Child Death Review Team Act or an ethics commission acting under the State Officials and Employees Ethics Act.

(Source: P.A. 94-1058, eff. 1-1-07; 95-245, eff. 8-17-07.)

(5 ILCS 120/2) (from Ch. 102, par. 42)

Sec. 2. Open meetings.

(a) Openness required. All meetings of public bodies shall be open to the public unless excepted in subsection (c) and closed in accordance with Section 2a.

(b) Construction of exceptions. The exceptions contained in subsection (c) are in derogation of the requirement that public bodies meet in the open, and therefore, the exceptions are to be strictly construed, extending only to subjects clearly within their scope. The exceptions authorize but do not require the holding of a closed meeting to discuss a subject included within an enumerated exception.

(c) Exceptions. A public body may hold closed meetings to consider the following subjects:

(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

(3) The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance.

(4) Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in this Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning.

(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

(6) The setting of a price for sale or lease of property owned by the public body.

(7) The sale or purchase of securities, investments, or investment contracts.

(8) Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property.

(9) Student disciplinary cases.

(10) The placement of individual students in special education programs and other matters relating to individual students.

(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

(12) The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member.

(13) Conciliation of complaints of discrimination in the sale or rental of housing, when closed meetings are authorized by the law or ordinance prescribing fair housing practices and creating a commission or administrative agency for their enforcement.

(14) Informant sources, the hiring or assignment of undercover personnel or equipment, or ongoing, prior or future criminal investigations, when discussed by a public body with criminal investigatory responsibilities.

(15) Professional ethics or performance when considered by an advisory body appointed to advise a licensing or regulatory agency on matters germane to the advisory body's field of competence.

(16) Self evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member.

(17) The recruitment, credentialing, discipline or formal peer review of physicians or other health care professionals for a hospital, or other institution providing medical care, that is operated by the public body.

(18) Deliberations for decisions of the Prisoner Review Board.

(19) Review or discussion of applications received under the Experimental Organ Transplantation Procedures Act.

(20) The classification and discussion of matters classified as confidential or continued confidential by the State Government Suggestion Award Board.

(21) Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

(22) Deliberations for decisions of the State

Emergency Medical Services Disciplinary Review Board.

(23) The operation by a municipality of a municipal utility or the operation of a municipal power agency or municipal natural gas agency when the discussion involves (i) contracts relating to the purchase, sale, or delivery of electricity or natural gas or (ii) the results or conclusions of load forecast studies.

(24) Meetings of a residential health care facility resident sexual assault and death review team or the Executive Council under the Abuse Prevention Review Team Act.

(d) Definitions. For purposes of this Section:

"Employee" means a person employed by a public body whose relationship with the public body constitutes an employer-employee relationship under the usual common law rules, and who is not an independent contractor.

"Public office" means a position created by or under the Constitution or laws of this State, the occupant of which is charged with the exercise of some portion of the sovereign power of this State. The term "public office" shall include members of the public body, but it shall not include organizational positions filled by members thereof, whether established by law or by a public body itself, that exist to assist the body in the conduct of its business.

"Quasi-adjudicative body" means an administrative body charged by law or ordinance with the responsibility to conduct hearings, receive evidence or testimony and make determinations based thereon, but does not include local electoral boards when such bodies are considering petition challenges.

(e) Final action. No final action may be taken at a closed meeting. Final action shall be preceded by a public recital of the nature of the matter being considered and other information that will inform the public of the business being conducted.

(Source: P.A. 94-931, eff. 6-26-06; 95-185, eff. 1-1-08.)

§ ILCS 120/2.01 (from Ch. 102, par. 42.01)

Sec. 2.01. All meetings required by this Act to be public shall be held at specified times and places which are convenient and open to the public. No meeting required by this Act to be public shall be held on a legal holiday unless the regular meeting day falls on that holiday.

A quorum of members of a public body must be physically present at the location of an open meeting. If, however, an open meeting of a public body (except one with jurisdiction limited to a specific geographic area that is less than statewide) is held simultaneously at one of its offices and one or more other locations in a public building, which may include other of its offices, through an interactive video conference and the public body provides public notice and public access as required under this Act for all locations, then members physically present in those locations all count towards determining a quorum. "Public building", as used in this Section, means any building or portion thereof owned or leased by any public body. The requirement that a quorum be physically present at the location of an open meeting shall not apply, however, to State advisory boards or bodies that do not have authority to make binding recommendations or

determinations or to take any other substantive action.

A quorum of members of a public body that is not a public body with statewide jurisdiction must be physically present at the location of a closed meeting. Other members who are not physically present at a closed meeting of such a public body may participate in the meeting by means of a video or audio conference.

(Source: P.A. 94-1058, eff. 1-1-07.)

(5 ILCS 120/2.02) (from Ch. 102, par. 42.02)

Sec. 2.02. Public notice of all meetings, whether open or closed to the public, shall be given as follows:

(a) Every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar or fiscal year and shall state the regular dates, times, and places of such meetings. An agenda for each regular meeting shall be posted at the principal office of the public body and at the location where the meeting is to be held at least 48 hours in advance of the holding of the meeting. A public body that has a website that the full-time staff of the public body maintains shall also post on its website the agenda of any regular meetings of the governing body of that public body. Any agenda of a regular meeting that is posted on a public body's website shall remain posted on the website until the regular meeting is concluded. The requirement of a regular meeting agenda shall not preclude the consideration of items not specifically set forth in the agenda. Public notice of any special meeting except a meeting held in the event of a bona fide emergency, or of any rescheduled regular meeting, or of any reconvened meeting, shall be given at least 48 hours before such meeting, which notice shall also include the agenda for the special, rescheduled, or reconvened meeting, but the validity of any action taken by the public body which is germane to a subject on the agenda shall not be affected by other errors or omissions in the agenda. The requirement of public notice of reconvened meetings does not apply to any case where the meeting was open to the public and (1) it is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda. Notice of an emergency meeting shall be given as soon as practicable, but in any event prior to the holding of such meeting, to any news medium which has filed an annual request for notice under subsection (b) of this Section.

(b) Public notice shall be given by posting a copy of the notice at the principal office of the body holding the meeting or, if no such office exists, at the building in which the meeting is to be held. In addition, a public body that has a website that the full-time staff of the public body maintains shall post notice on its website of all meetings of the governing body of the public body. Any notice of an annual schedule of meetings shall remain on the website until a new public notice of the schedule of regular meetings is approved. Any notice of a regular meeting that is posted on a public body's website shall remain posted on the website until the regular meeting is concluded. The body shall supply copies of the notice of its regular meetings, and of the notice of any special, emergency, rescheduled or reconvened meeting, to any news medium that has filed an annual request for such notice.

Any such news medium shall also be given the same notice of all special, emergency, rescheduled or reconvened meetings in the same manner as is given to members of the body provided such news medium has given the public body an address or telephone number within the territorial jurisdiction of the public body at which such notice may be given. The failure of a public body to post on its website notice of any meeting or the agenda of any meeting shall not invalidate any meeting or any actions taken at a meeting.

(Source: P.A. 94-28, eff. 1-1-06.)

(5 ILCS 120/2.03) (from Ch. 102, par. 42.03)

Sec. 2.03. In addition to the notice required by Section 2.02, each body subject to this Act must, at the beginning of each calendar or fiscal year, prepare and make available a schedule of all its regular meetings for such calendar or fiscal year, listing the times and places of such meetings.

If a change is made in regular meeting dates, at least 10 days' notice of such change shall be given by publication in a newspaper of general circulation in the area in which such body functions. However, in the case of bodies of local governmental units with a population of less than 500 in which no newspaper is published, such 10 days' notice may be given by posting a notice of such change in at least 3 prominent places within the governmental unit. Notice of such change shall also be posted at the principal office of the public body or, if no such office exists, at the building in which the meeting is to be held. Notice of such change shall also be supplied to those news media which have filed an annual request for notice as provided in paragraph (b) of Section 2.02.

(Source: Laws 1967, p. 1960.)

(5 ILCS 120/2.04) (from Ch. 102, par. 42.04)

Sec. 2.04. The notice requirements of this Act are in addition to, and not in substitution of, any other notice required by law. Failure of any news medium to receive a notice provided for by this Act shall not invalidate any meeting provided notice was in fact given in accordance with this Act.

(Source: Laws 1967, p. 1960.)

(5 ILCS 120/2.05) (from Ch. 102, par. 42.05)

Sec. 2.05. Recording meetings. Subject to the provisions of Section 8-701 of the Code of Civil Procedure, any person may record the proceedings at meetings required to be open by this Act by tape, film or other means. The authority holding the meeting shall prescribe reasonable rules to govern the right to make such recordings.

If a witness at any meeting required to be open by this Act which is conducted by a commission, administrative agency or other tribunal, refuses to testify on the grounds that he may not be compelled to testify if any portion of his testimony is to be broadcast or televised or if motion pictures are to be taken of him while he is testifying, the authority holding the meeting shall prohibit such recording during the testimony of the witness. Nothing in this Section shall be construed to extend the right to refuse to testify at

any meeting not subject to the provisions of Section 8-701 of the Code of Civil Procedure.

(Source: P.A. 94-1058, eff. 1-1-07.)

(5 ILCS 120/2.06) (from Ch. 102, par. 42.06)
Sec. 2.06. Minutes.

(a) All public bodies shall keep written minutes of all their meetings, whether open or closed, and a verbatim record of all their closed meetings in the form of an audio or video recording. Minutes shall include, but need not be limited to:

(1) the date, time and place of the meeting;

(2) the members of the public body recorded as

either present or absent and whether the members were physically present or present by means of video or audio conference; and

(3) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

(b) The minutes of meetings open to the public shall be available for public inspection within 7 days of the approval of such minutes by the public body. Beginning July 1, 2006, at the time it complies with the other requirements of this subsection, a public body that has a website that the full-time staff of the public body maintains shall post the minutes of a regular meeting of its governing body open to the public on the public body's website within 7 days of the approval of the minutes by the public body. Beginning July 1, 2006, any minutes of meetings open to the public posted on the public body's website shall remain posted on the website for at least 60 days after their initial posting.

(c) The verbatim record may be destroyed without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after:

(1) the public body approves the destruction of a particular recording; and

(2) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section.

(d) Each public body shall periodically, but no less than semi-annually, meet to review minutes of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection. The failure of a public body to strictly comply with the semi-annual review of closed session written minutes, whether before or after the effective date of this amendatory Act of the 94th General Assembly, shall not cause the written minutes or related verbatim record to become public or available for inspection in any judicial proceeding, other than a proceeding involving an alleged violation of this Act, if the public body, within 60 days of discovering its failure to strictly comply with the technical requirements of this subsection, reviews the closed session minutes and determines and thereafter reports in open session that either (1) the need for confidentiality still exists as to all or part of the

minutes or verbatim record, or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection.

(e) Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act. In the case of a civil action brought to enforce this Act, the court, if the judge believes such an examination is necessary, must conduct such in camera examination of the verbatim record as it finds appropriate in order to determine whether there has been a violation of this Act. In the case of a criminal proceeding, the court may conduct an examination in order to determine what portions, if any, must be made available to the parties for use as evidence in the prosecution. Any such initial inspection must be held in camera. If the court determines that a complaint or suit brought for noncompliance under this Act is valid it may, for the purposes of discovery, redact from the minutes of the meeting closed to the public any information deemed to qualify under the attorney-client privilege. The provisions of this subsection do not supersede the privacy or confidentiality provisions of State or federal law.

5 Minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

Source: P.A. 93-523, eff. 1-1-04; 93-974, eff. 1-1-05; 94-28, eff. 1-1-06; 94-542, eff. 8-10-05; 94-1058, eff. 1-1-07.)

5 ILCS 120/2a) (from Ch. 102, par. 42a)

Sec. 2a. A public body may hold a meeting closed to the public, or close a portion of a meeting to the public, upon a majority vote of a quorum present, taken at a meeting open to the public for which notice has been given as required by this Act. A single vote may be taken with respect to a series of meetings, a portion or portions of which are proposed to be closed to the public, provided each meeting in such series involves the same particular matters and is scheduled to be held within no more than 3 months of the vote. The vote of each member on the question of holding a meeting closed to the public and a citation to the specific exception contained in Section 2 of this Act which authorizes the closing of the meeting to the public shall be publicly disclosed at the time of the vote and shall be recorded and entered into the minutes of the meeting. Nothing in this Section or this Act shall be construed to require that any meeting be closed to the public.

At any open meeting of a public body for which proper notice under this Act has been given, the body may, without additional notice under Section 2.02, hold a closed meeting in accordance with this Act. Only topics specified in the vote to close under this Section may be considered during the closed meeting.

(Source: P.A. 88-621, eff. 1-1-95; 89-86, eff. 6-30-95.)

(5 ILCS 120/2b)

Sec. 2b. (Repealed).

(Source: Repealed by P.A. 88-621, eff. 1-1-95.)

(5 ILCS 120/3) (from Ch. 102, par. 43)

Sec. 3. (a) Where the provisions of this Act are not complied with, or where there is probable cause to believe that the provisions of this Act will not be complied with, any person, including the State's Attorney of the county in which such noncompliance may occur, may bring a civil action in the circuit court for the judicial circuit in which the alleged noncompliance has occurred or is about to occur, or in which the affected public body has its principal office, prior to or within 60 days of the meeting alleged to be in violation of this Act or, if facts concerning the meeting are not discovered within the 60-day period, within 60 days of the discovery of a violation by the State's Attorney.

(b) In deciding such a case the court may examine in camera any portion of the minutes of a meeting at which a violation of the Act is alleged to have occurred, and may take such additional evidence as it deems necessary.

(c) The court, having due regard for orderly administration and the public interest, as well as for the interests of the parties, may grant such relief as it deems appropriate, including granting a relief by mandamus requiring that a meeting be open to the public, granting an injunction against future violations of this Act, ordering the public body to make available to the public such portion of the minutes of a meeting as is not authorized to be kept confidential under this Act, or declaring null and void any final action taken at a closed meeting in violation of this Act.

(d) The court may assess against any party, except a State's Attorney, reasonable attorney's fees and other litigation costs reasonably incurred by any other party who substantially prevails in any action brought in accordance with this Section, provided that costs may be assessed against any private party or parties bringing an action pursuant to this Section only upon the court's determination that the action is malicious or frivolous in nature.

(Source: P.A. 88-621, eff. 1-1-95.)

(5 ILCS 120/4) (from Ch. 102, par. 44)

Sec. 4. Any person violating any of the provisions of this Act shall be guilty of a Class C misdemeanor.

(Source: P. A. 77-2549.)

(5 ILCS 120/5) (from Ch. 102, par. 45)

Sec. 5. If any provision of this Act, or the application of this Act to any particular meeting or type of meeting is held invalid or unconstitutional, such decision shall not affect the validity of the remaining provisions or the other applications of this Act.

(Source: Laws 1957, p. 2892.)

(5 ILCS 120/6) (from Ch. 102, par. 46)

Sec. 6. The provisions of this Act constitute minimum requirements for home rule units; any home rule unit may enact an ordinance prescribing more stringent requirements binding

upon itself which would serve to give further notice to the public and facilitate public access to meetings.

(Source: P.A. 78-448.)

(5 ILCS 120/7)

Sec. 7. Attendance by a means other than physical presence.

(a) If a quorum of the members of the public body is physically present as required by Section 2.01, a majority of the public body may allow a member of that body to attend the meeting by other means if the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. "Other means" is by video or audio conference.

(b) If a member wishes to attend a meeting by other means, the member must notify the recording secretary or clerk of the public body before the meeting unless advance notice is impractical.

(c) A majority of the public body may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body. The rules must conform to the requirements and restrictions of this Section, may further limit the extent to which attendance by other means is allowed, and may provide for the giving of additional notice to the public or further facilitate public access to meetings.

(d) The limitations of this Section shall not apply to (i) closed meetings of public bodies with statewide jurisdiction or (ii) open or closed meetings of State advisory boards or bodies that do not have authority to make binding recommendations or determinations or to take any other substantive action. State advisory boards or bodies and public bodies with statewide jurisdiction, however, may permit members to attend meetings by other means only in accordance with and to the extent allowed by specific procedural rules adopted by the body.

(Source: P.A. 94-1088, eff. 1-1-07.)

The Freedom of Information Act: A Practical User's Guide

I. What is the Freedom of Information Act (FOIA)?

II. Who is subject to the FOIA and what type of information can be requested?

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- **What is the Freedom of Information Act (FOIA)?**

The FOIA, codified at 5 U.S.C. section 552, is a federal law that establishes the public's right to obtain information from federal government agencies. "Any person" can file a FOIA request, including U.S. citizens, foreign nationals, organizations, associations, and universities.

- **Who is subject to the FOIA and what type of information can be requested?**

The FOIA's scope includes Executive Branch departments, agencies, and offices; federal regulatory agencies; and federal corporations. Congress, the federal courts, and parts of the Executive Office of the President that function solely to advise and assist the President are not subject to the FOIA. "Agency records" obtainable under the FOIA include a wide range of documents or other materials (including print, photographic, and electronic formats) that were created or obtained by a Federal agency and are, at the time the request is filed, in that agency's possession and control.

- **Can agency records be obtained without filing a FOIA?**

Yes. Older, material, especially pre-1960s records, may be available at the National Archives in Washington, DC or at one of the Presidential libraries. Call the National Archives reference branch (202-523-3220) for more information.

- **How do I file a FOIA request?**

Write a letter to the FOIA office of the agencies that are likely to have the information you seek and, if possible, address it to the agency component that has the relevant records (e.g., to the Military Airlift Command at Scott Air Force Base instead of the Department of Defense). For the address, call the agency or ask a reference librarian at a law, research, or public library. The letter should be on the letterhead of the educational or news media organization with which you are affiliated, if applicable, and should include:

- a statement that the letter is a request under the Freedom of Information Act, 5 U.S.C. section 552;
- a clear and specific description of the information you want. If possible, cite dates, authors, addressees, subjects, or titles of documents sought, and refer to or enclose copies of any published accounts related to the requested material (e.g., newspaper or journal articles or government reports);
- a request for a waiver of fees [see Part V.]; and
- a statement that you expect a response from the agency within the 10-day statutory time period, that you want a detailed explanation of the exemptions invoked to withhold any information from release [see Part VI.], that if material is withheld, you are entitled under the law to be given any remaining "reasonably segregable portions" of these documents, and that you will file an administrative appeal if the agency's response is not satisfactory [See Part VII.]

- **Am I entitled to a fee waiver? How do I request one?**

The FOIA provides to all non-commercial requesters the first two hours of search time and 100 pages of copying free of charge. If your request arises from your affiliation with an educational or noncommercial scientific institution whose purpose is scholarly or scientific research or you are a representative of the news media, you are entitled to waiver of all search and review fees. In addition, all fees, including copying, must be waived by the agency if the material requested "is likely to contribute significantly to public understanding of the operations or activities of government and is not primarily in the commercial interest of the requester." If your request fits into this statutory criteria, you should make your case for a fee waiver in your request letter as strongly as possible. Describe the scholarly, historical, or current public interest in the material requested. Provide information about your intended professional scholarly or journalistic uses of the information you receive. List any relevant previous or pending publications, including books, articles, dissertations, publication contracts or letters of intent or interest, or similar information that shows your ability to disseminate the information you receive from the agency. State that the materials are not requested solely for a

private, profit-making commercial purpose. You may also wish to request that to the extent any fees are assessable, the agency notify you if those fees will exceed an amount you specify. For a court decision interpreting the fee provisions of the FOIA, see *National Security Archive v. Department of Defense*, 880 F.2d 1381 (D.C. Cir. 1989).

• **What response to my request can I expect? What should I do next?**

Ideally, the agency will promptly release everything you requested with a full waiver of fees. More common agency responses (and suggested actions you can take) include the following:

- You receive an acknowledgment of your request and a statement that the request has been placed in the queue and will be processed in its turn. Agencies are allowed to process requests on a first-come, first-served basis. If the agency has a backlog of requests (and most do), you may have to wait some time before you receive the materials you seek. Call or write the FOIA office to follow up on requests that have been pending for an unreasonable period of time. Get the names of specific FOIA personnel you can contact about your request. Excessive processing delays may require an administrative appeal letter. [See Part VII.]
- Your request for a fee waiver is acknowledged but more information is sought before the agency will begin processing the request. Sometimes the agency asks a series of questions, sometimes a multi-page questionnaire may be enclosed for you to fill out and return. The best way to avoid this response is to provide as much information as possible in your initial letter to support your request for a fee waiver. [See Part V.3] If you fit the FOIA's criteria for a fee waiver but the agency continues to resist granting you one, it may be necessary to write a strong letter reminding the agency of Congress's intent that fee waivers be granted to all requesters who meet the statutory conditions.
- The agency says that no records were found in response to your request or claims that your request is too broad. Call or write the FOIA office and ask if additional information is needed from you to make your request more specific. Explain why you believe the agency has material responsive to your request and inquire about other places in the agency's files where relevant records might be found.
- Information relevant to your request is found, but the agency withholds all or part of it. The FOIA allows an agency only nine exemptions from its obligation to provide information in response to a request. These exemptions, found at 5 U.S.C. section 552(b), include material related to national security, internal agency rules, proprietary business information, inter- and intra-agency pre-decisional memoranda, personal privacy, and records related to law enforcement records. Improper agency use of these exemptions to withhold information can be appealed. [See Part VII.]

- **How do I appeal the agency's action on my request?**

It is always worthwhile to file an administrative appeal if the agency's response is unsatisfactory. Appeals can be especially effective to successfully challenge excessive processing delays, fee waiver denials, and the improper full or partial withholdings of responsive documents. Agency regulations governing appeals vary; take careful note of the instructions for filing an appeal in the agency's response to ensure that your appeal is timely. An appeal letter should state the grounds for appeal and reasons why the agency's response to the request was improper, request a more precise explanation of the agency's decision (if the reasons for the initial determination were unclear), and say that you expect a final ruling on the appeal within the 20-day statutory time limit.

- **Anything else I should know about FOIA requests?**

Don't be discouraged if the agency is less than fully responsive to your request. Contact the agency's FOIA office to check on the status of your request and to see if additional information is needed to expedite processing or to clarify what you want. Keep copies of all your correspondence and notes of all phone calls. Always file an appeal letter if the initial response is inadequate. If the agency fails to respond satisfactorily, you may wish to seek the assistance of a member of Congress to contact the agency on your behalf. If all else fails, you have the right to go to court to force the agency to release the documents. More details on how to file a FOIA request and administrative appeal can be found in an excellent publication: **Adler, Using the Freedom of Information Act: A Step by step Guide**. This pamphlet is an invaluable resource for FOIA requesters and can be obtained for \$3 from the American Civil Liberties Union, 122 Maryland Ave NE, Washington, D C. 20002. A more technical text, **Litigation Under the Federal Freedom of Information Act**, is also available from the ACLU at the same address.

IMLS Connecting to Collections: The Bookshelf Bookshelf Contents

THE CORE COLLECTION

- Adelstein, Peter Z. *IPI Media Storage Quick Reference*. Rochester, NY: Image Permanence Institute, 2004.
- Canadian Conservation Institute, Department of Canadian Heritage. *Framework for Preservation of Museum Collections*. Wall chart. Ottawa: Canadian Conservation Institute, 2004.
- Gorman, G. E., and Sydney J. Shep, eds. *Preservation Management for Libraries, Archives and Museums*. London: Facet Publishing, 2006.
- Heritage Preservation, The National Institute for Conservation. *Capitalize on Collections Care*. Washington, DC: Heritage Preservation Inc., 2007.
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