

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNCIL 31, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO AND ITS LOCAL UNION 268**

AND

**THE CITY OF DECATUR AND
THE DECATUR PUBLIC LIBRARY**

MAY 1st, 2012

to

April 30, 2017

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AGREEMENT

This Agreement has been made and entered into by and between the City of Decatur and the Decatur Public Library (hereinafter referred to as the "Employer") and Council 31, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the ("Union") on behalf of AFSCME Local 268.

The Union has been duly certified by the Illinois State Labor Relations Board for the purpose of collective bargaining for the unit of all Library employees as follows:

Included: All full-time and part-time employees of the Decatur Public Library in the classifications of: System Administration Support Specialists, Routing Clerk II, Acquisitions/Interlibrary Loan Clerk II, Bookmobile Clerk-Driver, Building Custodian, Catalog Clerk I, Extension Clerk II, Head Library Page, Junior Cataloger, Library Assistant, Library Clerk I, Library Clerk II, Library Driver, Library Page, Senior Building Custodian.

Excluded: Members of the Library Board, City Librarian, Assistant City Librarian, Librarian, Systems Administrator, Assistant Head of Building Division, Acquisitions Supervisor, Administrative Aide, Administrative Secretary, Head of Adult Division, Head of Building Division, Head of Children's Division, Head of Circulation Division, Head of Extension Division, Head of Technical Division, Processing Supervisor, and all managerial, supervisory, confidential employees and all other employees excluded under the Act.

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; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any rule changes.

(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; The Employer will inform the Union Chapter Chairperson at least five (5) days prior to implementing any such changes.

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

Section 2.

The Library retains all rights that it had before the execution of this Agreement and retains the right to carry out all other functions, whether or not exercised by the Library prior to the execution of this Agreement.

Section 3.

The Library shall not promote, aid or finance, during the life of this Agreement, any rival labor group for the purpose of undermining the Union.

ARTICLE III

UNION RIGHTS

Section 1. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of

the administration of this Agreement and shall result in no interference of work.

Section 2. Time Off For Union Activities

(A) The Employer shall grant the Union ten (10) days per year without pay for state or international Union conventions under the following conditions:

- a) No more than two (2) employees may be absent at the same time.
- b) The employee must give at least seven (7) days written notice to his/her supervisor prior to such leave.
- c) The employee may use unused vacation time or approved unused personal leave time.
- d) Two employees who are duly appointed or elected as a Union officer or steward may conduct Union business up to eight (8) hours per month on the following conditions:
 1. The Union business may be conducted during the first and last hour of the officer's or steward's assigned shift.
 2. The Union business may be conducted only after notifying said employee's immediate non-bargaining unit supervisor and subject to the supervisor's permission, which permission shall not be unreasonably withheld.

Section 3. Union Bulletin Boards

The Employer shall provide one official Union bulletin board. The board shall be for the sole and exclusive use of the Union and shall contain only Union related information.

Section 4. Notice of Personnel Changes

Every three (3) months, the Employer shall provide the Union with a listing of all personnel transactions involving bargaining unit employees, including new hires, promotions, demotions, reclassifications, layoffs, reinstatements, terminations and transfers.

Section 5. Distribution of Union Literature

The Union shall be allowed reasonable use of the Employer's inner library mail system to distribute Union literature.

Section 6. Use of Employer's Facilities

The Union shall have the right to reasonable use of the meeting room of the Library for official Union meetings, providing such room is available; prior notice has been given to the Librarian five (5) working days in advance of the meeting; there is no interruption of the Library services; and the Union reimburses the Library for any additional costs incurred as the result of the Union's use of the room.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, color, religion, political affiliation, sex, national origin, ancestry, age, marital status and physical and/or mental disability or sexual orientation.

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 V

DUES CHECK-OFF

The Employer agrees to deduct from the pay of those employees who individually request one or more of the following:

1. Union membership dues, assessments or fees;
2. P.E.O.P.L.E. contributions;

3. Earthmover Credit Union.

Upon authorization by an employee filed with the Director of Finance for the City of Decatur, Illinois, the Employer shall deduct from the wages or salary of such employee such sums as are certified by the Treasurer of the Union or the employee, which sums so deducted shall be delivered to Council 31 or the Earthmover Credit Union on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him, or such check is not large enough to satisfy said deductions, no deductions shall be made from the wages or salary of such employee for that month.

Section 2. Fair Share Deduction

The City shall deduct from the wages or salary of each employee in any classification listed in the first page of this Agreement as being included in the collective bargaining unit who is not subject to the wage deduction described in Section 1 of this Article, and at the same time such deduction is made, an amount certified to the City by the Union as the fair share of each such employee of the Union's cost relating to the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment, ("fair share deduction"), but such amount shall not exceed the amount of dues uniformly required of members and deducted pursuant to said Section 1 of this Article. Such amount deducted as provided herein shall be delivered to Council 31 on or before the 15th day of the month next succeeding the month in which said amount was deducted and provided that said amount may be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union, as provided by law.

Section 3. Indemnification.

The Union shall indemnify, defend and hold the Library and City harmless against any claim, demand, suit or liability arising from any action taken by the Library or City in complying with this Article.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition

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

Section 2. Time Limitation

Grievances must be filed within ~~seven (7)~~ ten (10) working days of the occurrence of the event or within ~~seven (7)~~ ten (10) working days of when the grievant should have been aware of the violation. They may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step Three (3).

If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that of employee's grievance, the parties agree that the grievance procedure and the awards and settlements thereunder will not be applicable.

Section 3. Grievance Meetings

The grievant and the Union steward shall be allowed to participate in Step 1, Step 2 or Step 3 of the grievance meeting during working hours without loss of pay.

Section 4. Grievance Steps

Step 1: The employee and/or one (1) Union representative shall orally contact his/her immediate supervisor or designee. The employee's immediate supervisor shall, within ~~seven (7)~~ ten (10) working days, orally inform the employee and the Union of his/her decision. For purposes of this Article, the working day shall be defined as any day on

which the Employer's administrative offices are open and conducting business.

- Step 2: If the grievance is not settled at the first step, the Union shall prepare a written grievance and present it to the City Librarian or the Assistant City Librarian or the Deputy Director no later than ten (10) working days after the Step 1 answer is given or due. The written grievance shall state the Section or Sections of the Agreement that have allegedly been violated. Within ten (10) working days after the grievance is presented to Step 2, the City Librarian or his/her designee shall discuss the grievance with the grievant and the Union. The City Librarian shall respond, in writing, within ten (10) working days following the meeting, informing the grievant and the Union of his/her decision.
- Step 3: If the matter is not adjusted at Step 2, or no answer is given within the time specified, the Union may, by written notice to the Employer, within ten (10) working days after the Step 2 answer is given or due, appeal the grievance to arbitration.

Section 5. Arbitration Procedures

Within thirty (30) days of submission of a matter to arbitration representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ~~ten (10)~~ twenty (20) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party may reject one entire panel of arbitrators. In the event a party strikes the entire panel of arbitrators, a joint request for a new list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service within ten (10) working days. Within ten (10) working days of receipt of the final list the parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. Within five (5) working days of selection the arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union's

representatives. A time and place for the hearing shall be scheduled within ten (10) working days. The abritrator and shall be notified of the issue where mutually agreed to by the parties. All hearings shall be held in the City of Decatur, unless mutually agreed otherwise.

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from any of the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally. The decision and award of the arbitrator shall be final and binding upon the Employer, the Union, and the employee and/or employees involved, except for any right of appeal.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available, without charge, to the arbitrator. If the other party desires a copy, it shall pay one-half of the transcription fee and the full cost of duplicating its copy.

Section 6. Processing Grievances

- A. The grievant and necessary witnesses whose testimony is pertinent to the grievant's presentation or argument will be permitted reasonable time without loss of pay to attend the arbitration hearing and up to one (1) hour without loss of pay for purposes of preparation with the attorney or AFSCME Council 31 Representative.
- B. The Employer, the Union and the grievant shall cooperate in the investigation of any grievance.

ARTICLE VII

DISCIPLINE

Section 1.

Upon just cause a bargaining unit employee may be administratively disciplined by an oral reprimand, a written reprimand, suspension or discharge. A copy of such discipline shall be forwarded to the Union and the employee within five (5) days of the day the discipline was issued. An oral reprimand will be documented in writing. ~~A copy will be sent to the Union and to the employee.~~

Section 2.

Suspensions and discharges from the classified service shall be in accordance with the rules of the Civil Service Commission and the State Law with regard to Civil Service for Cities.

Section 3.

~~If four (4) years pass after any discipline, and if there has been no further occurrences of a similar nature, the discipline will be removed from the employee's personnel file.~~

No prior discipline may be relied upon in any subsequent disciplinary matter after two (2) years from its placement in an employees personnel file unless such prior discipline applies to major infractions such as sexual harassment, threats against individuals, possession or use of intoxicants, illegal drugs or look alike drugs or being under the influence of such while on duty, destruction of property, theft of property or leaving work without the consent of the supervisor unless due to an imminent emergency.

Section 4.

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

Section 5.

If a disciplinary meeting is held, the employee has a right to request that a union representative be present. Prior to the imposition of any suspension subject to the grievance and arbitration procedures established by this Agreement, the City Librarian and a supervisor or designee shall meet with the employee sought to be suspended and a Union representative. Such meeting shall be limited to informing the employee of the nature of the charges resulting in the suspension and an opportunity for the employee to address, explain or refute the charges. No witnesses or other extraneous evidence will be permitted at such meeting. Said meeting may be postponed by the employee, but only due to the unavailability of a Union representative and not beyond the end of the second business day following that on which the meeting was originally scheduled; if at that time the employee is still unwilling to meet without a Union representative, the suspension may be imposed without the necessity for such meeting. The meeting otherwise required by the provisions of this Section may be waived by concurrence of the City Librarian, the employee and the Union.

Section 6.

No employee shall be required to take a polygraph exam.

ARTICLE VIII

LIBRARY SCHEDULE AND HOURS OF WORK

Section 1. Hours of Work

A.1 The Library will be open from 9 a.m. to 9 p.m. Monday through Thursday; from 9 a.m. to 5:30 p.m. on Friday and Saturday. The Library will be open from 1 p.m. to 5 p.m. on Sundays during the months of September through May. Sundays will be part of the workweek. No employee will be required to work more than one in four Sundays. Operational needs shall not change the Library's commitment that no employee will be required to work more than one in four Sundays. The Library will be closed on the Sundays before Memorial Day and Labor Day. These Sunday hour provisions will begin September 1, 2006.

2. Work schedules showing the employee's shift, workdays and hours shall be posted at convenient places and times. The Employer shall not change a posted work schedule within fourteen (14) calendar days prior to the employee's shift except for operational needs. Operational needs is defined to include shortage of available staff due to sickness, vacation, vacancies, training and/or other employee leaves of absence, and acts of God.
 3. Workweek is defined to mean from Monday through Sunday.
 4. An employee who is scheduled to work on a Saturday may request that his or her Sunday assignment shall be for that same weekend. The administration will make a good faith effort to comply with such a request.
 5. Employees shall not be assigned to work on a Sunday during periods when they have approved vacation or a leave of absence.
- B. Each employee working four (4) hours or more shall receive a duty free lunch period except that this shall not apply on Sundays when the work period is only four (4) hours.
- C. Each employee working four (4) hours a day or more shall be provided with a fifteen (15) minute rest period during each four (4) hour work period.

Section 2. Overtime

Hours worked in excess of 40 hours per week shall be paid at 1-1/2 times the employee's regular rate of pay, or the employee may elect to receive comp-time at the rate of 1-1/2 times the hours in excess of 40 hours worked. Employees who elect comp-time shall have two election periods: Employees shall make the election known by the first week in July, and that election shall be binding through the end of the calendar year; the employees shall then make an election in the first week of January, and that election shall be binding for the first six months of the calendar year. Forty eight (48) hours of comp-time may be accumulated. An employee shall give three (3) days notice of his or her request to use accumulated comp-time. The request shall be subject to the approval of the Employer but such approval shall be contingent on adequate Library staffing and shall not be unreasonably withheld.

Section 3. Call Back Pay

Maintenance staff being called in to work and reporting for work outside their regular working hours shall receive two (2) hours minimum pay.

Section 4. Holiday and Overtime Work Assignments

The assignment of holiday and overtime work shall be in accordance with divisional needs.

Section 5. Schedules

Schedules shall be posted thirty (30) days in advance by the first day of the month. Schedules shall not be changed except in cases of emergency or with mutual agreement between the Employer and the employee.

Section 6. Flextime

The Employer shall provide the employees with flextime opportunities under the following conditions:

- A. Flextime shall only be granted if there is mutual agreement between the Employer and the employee.
- B. A request for flextime shall not be unreasonably denied.

ARTICLE IX

VACATIONS

Section 1.

All regularly employed part-time and full-time bargaining unit employees shall receive the following vacation:

1 - 7 years	-	2 weeks vacation per year
8 - 14 years	-	3 weeks vacation per year
15 - 19 years	-	4 weeks vacation per year
20 + years	-	5 weeks vacation per year

This vacation schedule shall be effective on the date the Agreement has been signed by all parties.

Section 2.

Initial eligibility of staff for paid vacation shall be attendant upon completion of twelve (12) months of employment.

Section 3.

After the initial eligibility period, vacation time will be credited on an annual basis on the anniversary date of the employee. Anniversary dates of employee shall be the original date of hire. An employee terminating employment between anniversary dates will be credited with the amount of vacation earned up to the time of termination.

Section 4.

Vacation time will not accumulate without the express written consent of the City Librarian. Notwithstanding the above, vacation time will accumulate if the employee has since been denied vacation requests during two (2) different scheduling periods and the requests were submitted ninety (90) days prior to the anniversary date.

Section 5.

Vacation time may be scheduled in increments of one (1) hour or more. Management shall grant employee vacation requests on the basis of library seniority provided the employee submits the request between January 1 and 31 of each year. Vacation requests for January must be submitted prior to December 1 of the preceding year. Vacation requests will be permitted with less than five (5) days notice. Requests with less than five (5) days notice will be scheduled on a first-come, first-served basis and Library staffing requirements shall take precedence over vacation requests. If an employee schedules vacation time of three (3) consecutive working days or more, and subsequently determines that he/she does not wish to exercise the scheduled vacation time, the employee must give six (6) weeks notice that the employee does not desire to exercise the selected vacation time. If an employee fails to provide such notice, he/she will be required to use the scheduled vacation time.

Section 6.

Vacation time may be taken in consecutive anniversary years with the permission of the City Librarian.

Section 7.

No vacation time accrues during leaves of absence.

Section 8.

Employees will not be paid in lieu of vacation except at the time of retirement, resignation, or termination.

Section 9.

Vacation benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.

ARTICLE X

HOLIDAYS

The following holidays will be observed by the Library and regularly employed staff members will be given the day off with pay or another day off with pay in lieu of the holiday in accordance with the following provisions:

- A. The following days are authorized as staff holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, ~~Columbus Day~~, Veterans Day, Thanksgiving Day, Presidential Election Day and Christmas Day.
- B. When an authorized holiday falls on a Sunday, the Library will be closed and the following Monday shall be observed as the holiday.
- C. An employee who is scheduled off duty or who is required to work on an authorized holiday shall be given equivalent time off on another day to be scheduled at the convenience of the employee and his/her department.

- D. To be eligible for holiday pay the employee shall be in pay status and entitled to payment for the entirety of both his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday.
- E. When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with the holiday and retain the vacation day.
- F. On December 24 and December 31, full-time employees scheduled to work on those days shall receive 1.5 hours of granted leave.
- G. Holiday benefits for regularly employed part-time employees shall be on a prorated basis as per Article XXIII, Section 8.
- H. Up to two holidays (16 hours, full-time; 8 hours, part-time) may be rolled over into the next fiscal year (May-April). An employee will have a maximum of five unused holidays at any time. (40 hours, full-time; 20 hours, part-time), at request of the employee.

ARTICLE XI

INSURANCE

Section 1. Medical/Hospitalization

- a) The Library shall participate in the City of Decatur's group medical and hospitalization insurance plan. The cost of coverage for each full-time employee shall be assumed by the Library.
- b) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group insurance coverage shall remain in effect for up to six (6) months of such leave. If, by reason of policy of the City of Decatur, the group coverage of such employee is required to be converted to individual coverage at a time prior to the time provided herein, the Library will assume the cost of coverage for the converted

policy of this employee for a period of six (6) months.

- c) The Library will contribute toward the cost of dependent coverage for all full-time bargaining unit members \$450.00 per month for the period May 1, ~~2010~~ 2012 through April 30, ~~2012~~ 2017.
- d) Retiring employees shall be allowed to purchase insurance through the medical/hospitalization plan if the retiring employee pays the cost involved.

Section 2. Life Insurance

- a) The Library shall participate in the City of Decatur's group life insurance plan. The Library shall assume the cost of coverage for each full-time employee.
- b) If a full-time employee has exhausted his/her paid sick leave credits and has been granted a leave of absence from duty or from the classified service because of illness or injury, his/her group life insurance policy shall remain in effect for up to six (6) months of such leave; and if such illness or injury is certified by the employee's physician to be of a terminal nature and if said employee has retired under the disability provisions of the Illinois Municipal Retirement Fund, his/her group life insurance policy shall remain in effect for up to twelve (12) months. In the event that the policy adopted by the City of Decatur requires that the group insurance of such employee be converted to individual coverage at a time prior to the time provided herein, the Library will assume the cost of coverage for the converted policy of this employee for a period of six (6) months.

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.

B. If the duties of a job title must be temporarily assigned to another employee due to absence or vacation, the most senior person in the department will have the option of performing those duties. If the job title is a pay grade higher than that of the employee performing the duties, the employee will be paid at the higher pay grade for the entire time the employee performed said duties. The employee involved shall be responsible for preparing and submitting the time slip showing the time spent performing the duties of the higher pay grade.

ARTICLE XIII

DEMOTIONS

Demotion is assignment of an employee to a vacant position in a pay grade lower than the employee's current position's pay grade. An employee shall only be demoted for cause. The Employer shall give the employee notice of his/her demotion with reason(s) showing cause for the demotion. A demotion can be appealed directly to the third step of the Grievance Procedure.

This section is inapplicable to Reductions in Force.

ARTICLE XIV

RECORDS AND FORMS

Section 1. Attendance Records

The Employer shall maintain accurate daily attendance records. The employee shall, at a mutually agreeable time, have the right to view his/her time pay records on file with the Employer.

Section 2. Records

Records covered under the Freedom of Information Act shall be available for inspection upon written request by the Union. Documents and names of witnesses pertinent to current grievances shall be exchanged at the earliest possible step of the grievance procedure.

Section 3. Forms

No employee shall be required to sign undated or incomplete forms.

ARTICLE XV

SENIORITY

Section 1. Definition

Seniority for full-time employees is defined as the employee's total length of service with the Library since his/her most recent date of hire. Seniority for full-time employees is determined by their ranking on the civil service register when more than one individual begins employment in a classification on the same day.

A terminated employee shall have his/her seniority restored if he/she is rehired within one (1) year from the date of his/her termination.

Section 2. Part-Time Employees

Seniority for part-time employees shall be as defined in Section 1 above, except that seniority for part-time employees shall be one-half of the total length of service with the Library since his or her most recent date of hire.

Section 3. Application

Seniority shall, for the purpose of layoff, recall and reinstatement, be as defined above.

ARTICLE XVI

FILLING OF VACANCIES

Section 1. Posting

All permanent bargaining unit vacancies and/or newly created bargaining unit positions shall be posted on a bulletin board for a period of one week. The posting shall state the position, the pay grade, the job description and the work location. Nothing herein prevents the Employer from temporarily assigning personnel to fill such vacancy and/or newly created bargaining unit positions while it is being posted and filled.

Section 2. Trial Period

Any employee selected for a job vacancy shall have a trial period of six (6) months. He/she may return to his/her old job within that trial period.

Section 3. Promotions

When an employee is promoted, he/she shall be paid at the rate for that position in accordance with the pay scale in which he/she was originally employed. The promoted employee will receive the pay rate at the entry level of the new pay scale or an increase of 5%, whichever is greater.

Section 4. Filling of Vacancies

Permanent vacancies shall be filled in the following order of priority:

1. Recall from lay-off in accordance with Article XXII Section 4;
2. Recall from Layoff to a position for which the employee is qualified;
3. Reinstatement from leave of absence.
4. In all other cases ~~where it is practicable,~~ vacancies in Library positions shall be filled by current Library employees if qualified. ~~To further this objective, when appropriate initially, only Library employees may take the examination to fill a vacancy.~~ A vacant position shall be posted internally for a period of five (5) days. The position shall be publicly posted at the same time for five (5) days. All applicants shall take the examination to fill the vacancy at the same time. An employee may annually submit a written request between April 1 and April 30 of each year to the Assistant City Librarian in regard to any position for which they wish to apply and are qualified.

~~If within five (5) days of the publication of notice of the examination to fill the position no Library employee submits himself or herself to the examination, the second attempt to fill the vacancy shall be open to the public in addition to Library employees.~~

If a Library employee is selected to fill a vacancy and accepts the selection, the following shall apply:

- a. The Library employee shall not be required to resign from the Library even if non-Library employees have submitted themselves to the examination.
- b. If the Library employee fills a vacancy not deemed to be in the promotional ladder of the old position, he or she shall not have bump-back rights in the event the selected Library employee voluntarily leaves the new position or has been employed in the new position for a period of time exceeding six (6) months.

The beginning rate of pay for all new hires shall be no greater than 10% higher than the entry rate for the appropriate pay range for their new position.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Sick Leave

Bargaining unit members are entitled to sick leave as follows:

- a) Sick leave is to be used only for appointments with doctors, dentists and other professional medical practitioners and in cases of illness or injury of an employee or the employee's immediate family (mother and father, brothers and sisters, children and spouses) or any relative domiciled in the employee's home.
- b) Sick leave for full-time employees accrues at the rate of eight (8) hours per month to a maximum of two hundred forty (240) days, except that accrual

of sick leave for regularly employed part-time employees shall be as stated in Section 8 of Article XXIII. Sick leave may be taken in increments of one-tenth of an hour. Sick leave does not accrue during leaves of absence.

- c) The Employer may require medical evidence verifying the illness or injury if reasonable grounds exist to suspect abuse or if the leave exceeds three (3) consecutive days.
- d) The employee shall give notice to the Employer of his/her use of sick leave as early as possible but at least one hour prior to the start of the employee's work shift, and in the case of an emergency, no later than prior to the beginning of his/her scheduled work shift.
- e) Employees who have accrued eight hundred (800) hours sick leave by May 1 of each year shall be credited with an additional eight (8) hours of personal leave. Part-time employees who have accrued four hundred (400) hours sick leave by May 1 of each year shall be credited with an additional four (4) hours of personal leave.
- f) An employee who suffers a serious or severe illness or injury shall be permitted to use sick leave days accrued by, and credited to, other employees, but only as provided herein and only when such employee has no accrued sick leave, vacation or personal days. The employee seeking sick leave days must agree, in writing, with the employee or employees from whom such sick leave days are sought, including the total number of days or hours involved, and present such agreement to the City Librarian. No employee shall be permitted to sell or transfer accrued sick leave days for any consideration or thing of value. Permission for the transfer of accrued sick leave days shall not be unreasonably withheld by the Library, subject to State and Federal law. The provisions hereof shall be construed so as to permit agreements between bargaining unit employees and non-bargaining unit employees. An employee may keep any sick time that was received via donations from fellow employees.

Section 2. Leave for Personal Business

All regularly employed full-time employees are entitled to sixteen (16) hours of personal leave per year. Except in cases of emergency, the leave must be approved in advance by the employee's immediate supervisor and is contingent upon adequate staffing. Accrual of personal leave for part-time employees shall be as stated in Section 8 of Article XXIII. Personal leave shall not accumulate.

New full-time employees who are employed between May 1 and October 31 are entitled to sixteen (16) hours personal leave that fiscal year, part-time employees employed during the same period receive eight (8) hours personal leave; those employed full-time between November 1 and April 30 receive eight (8) hours of personal leave for that fiscal year, part-time employees employed during the same period receive four (4) hours personal leave.

Personal leave may be taken in increments of one-tenth of an hour.

Section 3. Bereavement Leave

Employees are entitled to up to four (4) days of funeral leave in the event of the death of a member of the family. Family for the purpose of bereavement leave is defined to mean spouse, children, stepchildren, spouse of children, parents of the employee or his/her spouse, stepparents of the employee and of his/her spouse, brothers and sisters of the employee and of his/her spouse, grandchildren and grandparents of the employee, brother-in-law and sister-in-law of the employee, any relation of the employee or of his/her spouse domiciled with the employee.

3.a. Staff shall be allowed time off to attend the funeral of another staff member, current or retired, provided that there will remain adequate library staffing.

Section 4. General Leave

Leaves of absence without pay for up to six (6) months may be granted by the Board or its designee to bargaining unit employees. A written request for leave shall be made reasonably in advance of such leave.

All leaves of absence shall be subject to the regulations and procedures established by the Civil Service Commission of the City of Decatur.

Fringe benefits shall not accrue to, nor apply to, employees on leave of absence. Any insurance premium shall be maintained by the Board for said employee, provided the insurance carrier approves. The Library will assume the cost for this program for the six month period of absence.

Section 5. Accident or Injury Leave

Absence due to the injury, accident or illness incurred in the employee's employment shall be compensated for in the following manner. The Employer shall pay to the employee any difference between his/her salary and all benefits received under the Illinois Workers' Compensation Act as long as the employee is eligible for sick leave benefits. The sick leave benefits shall be used to make up the salary difference and deductions from sick leave shall be made in the pro rata proportion as is paid. Once the sick leave benefits have been exhausted for this purpose the Employer shall make up the difference in the payment of the regular salary and the workers' compensation benefits paid to the employee so long as the employee is eligible to receive said benefits and has not made a final settlement on his or her work related claim.

Section 6. Jury Duty

Bargaining unit members who are called for jury duty shall be given time off from work to attend to this function. During such absences for jury duty, employees will continue to be paid as if present and working, providing they return to work as scheduled when excused for the day by the court, less any money received from the court in compensation for such jury service.

Section 7. Illness or Injury Leave

Employees who have utilized all their accumulated sick leave days (except as provided in Section 5 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave for no more than six (6) months. At the end of six (6) months, the employee must return to work or be deemed to have resigned.

Section 8. Military Leave

Any employee who:

a) enters the military or naval service of the United States because of a war in which the United States is a party belligerent; or

b) enters the military or naval service of the United States as required by an Act of Congress;

shall, upon written application and proof satisfactory to the Commission, be granted a leave of absence from duty for the duration of the disability or military obligation. Any employee who desires to return from a leave of absence from duty granted by the Commission for military service shall, within ninety (90) days from the termination of his/her military obligation, submit a written request for return to duty to the Commission. Within a reasonable time from the receipt of said request, the Commission shall return the person to the position classification he/she held when the leave was granted.

Section 9. Treatment of Seniority

An employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article except those leaves under Section 4 where there shall be no accumulation of seniority and continuous service.

Section 10. Employee Rights After Leave

Employees who are granted leaves of absence cannot be assured of placement in the same position when they return. They are, however, guaranteed a position in the same classification.

Section 11. Family Leave

The Employer will be in full compliance with the Family Medical Leave Act.

ARTICLE XVIII

PERSONNEL FILES

The Employer shall maintain one official personnel file for each employee. Upon twenty-four (24) hours notice the employee and/or his/her authorized representative shall have the right to review his/her file during the Employer's working hours. If the review occurs during the employee's working hours, it shall be limited to one (1) hour. Upon request, the Employer will reproduce one (1) copy of any material in the personnel file free of charge once a year.

All other request for copies shall pay five (5) cents per page.

ARTICLE XIX

WORKING CONDITIONS, SAFETY AND HEALTH

Section 1. Safety and Health

The Employer will conform to safety and health conditions as required by applicable local, state and federal laws. The Health and Safety Committee previously established will continue, but any final decisions as to safety and health rests with the Library Board.

Section 2. Working Conditions

If available, the Employer shall provide all bargaining unit employees with a locker. The Employer shall supply a lounge. The designated area for smoking shall be outside the staff entrance.

Section 3. Damage to Personal Property

If an employee's personal property is damaged by the negligent act of a patron of the Library, the Employer will reimburse the employee up to fifty dollars (\$50) of unreimbursed costs.

Section 4. Inclement Weather and Emergency Closings

When the Library cancels all or part of the work day because of extreme weather conditions, all employees at the work site or scheduled at the work site for the time closed that day shall be given time off with pay.

Section 5. Training

Any training required by the City Librarian shall be with pay. In addition, reasonable expenses will be paid.

Section 6. Opportunities for the Handicapped

The Employer will conform to handicapped standards as required by applicable local, state and federal laws.

Section 7. Video Display Terminals

The Employer will temporarily transfer without loss of pay pregnant or nursing employees who request to be excused

from working at a V.D.T. if the employee furnishes medical certification stating that exposure to the V.D.T. would be harmful to the employee or the employee's child.

ARTICLE XX

JOB DESCRIPTION

The Employer shall provide every bargaining unit employee with a copy of his/her job description. When a job description is changed the employer shall meet with the union to bargain over the impact on the affected employee(s).

ARTICLE XXI

EVALUATIONS

Each employee shall have his/her work performance evaluated from time to time as required by the Civil Service Commission of the City of Decatur or the City Librarian.

- a) Such evaluations shall be accomplished on forms devised by the Civil Service Commission.
- b) Such evaluations for employees in the classified service will be forwarded to the Civil Service Commission as required by the rules of the Commission.
- c) Such evaluations will become part of the personnel file of the employee.
- d) Evaluations are not subject to the grievance procedure.
- e) No discipline as defined in Article VII, Section 1, shall be imposed in an evaluation conference.

ARTICLE XXII

REDUCTION IN PERSONNEL

Section 1. Definition and Notice

A reduction in personnel is defined as a reduction in bargaining unit jobs. The Employer shall notify the Union prior to any reduction in personnel.

Section 2. General Procedures

In the event a reduction in work force is necessary, such a reduction shall be based upon seniority within the position classifications of the department affected by the reduction in force. The employee last certified to the position classification will be the first person furloughed.

Section 3. Bumping

Employees to be laid off can exercise their seniority to retain their jobs by:

- 1) Bumping the least senior employee in the same position classification. Seniority is gained per position.
- 2) Bumping the least senior employee in a previously certified position classification.

A person who is reduced to a position classification with a lower pay grade will receive the rate of pay for that position classification. An employee who bumps into a lower position classification to avoid a reduction shall retain recall rights to his/her former position classification.

Section 4. Recall Rights

If within ~~two (2) years~~ one (1) year any position vacated by a reduction in force is filled, the last person furloughed in that classification shall be the first person offered the position. The person must accept or reject the position within five (5) calendar days or forfeit his/her right to the position.

Section 5. Application

There shall be no separate lines of bumping for full-time and part-time.

There shall be separate lines of bumping for bargaining unit and non-bargaining unit library staff. No bargaining unit member will be bumped by a non-bargaining unit staff person.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. Indemnity/Liability Insurance

The Employer shall indemnify and hold harmless any employee for negligent acts committed within the scope of employment.

Section 2. Severance Pay

Employees shall be paid by the City of Decatur for all earned compensation and other compensated benefits no later than thirty (30) calendar days after termination of employment. The employee shall give the Employer two (2) weeks notice prior to termination. The Employer may waive the two (2) week notice.

Section 3. Exit Interview

Employees who leave employment shall not be required, but may be allowed, to participate in an exit interview with the Employer.

Section 4. Wage Assignments

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments.

Section 5. Parking

The Employer will make every reasonable effort to provide all employees with free parking.

Section 6. Blood Donor

Employees shall be given five (5) hours annual leave by the City Librarian to donate blood or to engage in a comparable public health or charitable work during duty hours, but no more than one request per month from the same employee will be honored.

Section 7. Tuition Reimbursement

The Library shall reimburse the tuition and fees cost for courses directly related to an employee's job, and may reimburse one-half of the tuition and fees cost for any course indirectly related to an employee's job, up to a maximum of \$850 per year for each regularly employed full-time employee, and to a maximum of \$500 per year for such regularly employed part-time employee, provided the course is completed successfully. The total amount to be expended for tuition reimbursement in any fiscal year shall not exceed \$4,000.

- i. In all cases a grade of "C" or higher will represent successful completion of the course.
- ii. Reimbursement applies only to tuition and fees. In no case will reimbursement for books, supplies or other expenses be made.
- iii. Reimbursement applies only to courses offered for college credit.
- iv. In order to receive tuition and fees reimbursement, the employee must submit to and have approved by the City Librarian a "Request for Tuition Reimbursement" prior to the commencement of the course.

Section 8. Calculation of Benefits for Part-Time Employees

Vacation, holidays, sick leave and personal leave benefits for part-time employees accrue during the year based on a 20 hour workweek. A calculation of these benefits based on the actual hours worked against a 40 hour workweek shall be made annually on June 15th of each year. By this calculation, a part-time employee may earn up to but not more than the benefits accorded a full-time employee. If a part-time employee has earned additional benefits by the June 15th calculation, such benefits determined to have been earned may be taken in the succeeding year.

Seniority benefits for part-time employees will be determined as stated in Article XV.

ARTICLE XXIV

WAGES

- ~~A. On May 1, 2010, the pay rates for all bargaining unit classifications and steps shall be increased by 1.5%, which rates are set forth in the attached Salary Schedules.~~
- ~~B. On May 1, 2011, the pay rates for all bargaining unit classifications and steps shall be increased by 1.5%, which rates are set forth in the attached Salary Schedules.~~
- ~~C. In the event non-bargaining unit members receive a general increase in their base pay in excess of 1.50%, excluding merit pay, during the term of this agreement, bargaining unit classifications shall be increased to the same base amount. For example, if non-bargaining unit members receive a 2% general increase in pay for the 2011 contract year, all bargaining unit unit classifications shall be increased by 2% rather than 1.50%.~~
- A. On May 1, 2012, the pay rates for all bargaining unit classifications and steps shall be increased by 1.75%, which rates are set forth in the attached Salary Schedules.
- B. On May 1, 2013, the pay rates for all bargaining unit classifications and steps shall be increased by 1.75%, which rates are set forth in the attached Salary Schedules.
- C. On May 1, 2014, the pay rates for all bargaining unit classifications and steps shall be increased by 1.75%, which rates are set forth in the attached Salary Schedules.
- D. On May 1, 2015, the pay rates for all bargaining unit classifications and steps shall be increased by 2%, which rates are set forth in the attached Salary Schedules.
- E. On May 1, 2016, the pay rates for all bargaining unit classifications and steps shall be increased by 2%, which rates are set forth in the attached Salary Schedules.
- F. In the event non-bargaining unit members receive a common increase in their base pay during the term of this agreement in excess of the percentages hereinabove set forth, excluding promotions and merit pay,

bargaining unit members shall receive an annual salary adjustment of the same percentage.

ARTICLE XXV

LONGEVITY PAY

- A. All employees who have been employed for two (2) or more years will be eligible for Longevity Pay. Longevity Pay will be calculated on the basis of credits accumulated according to the following schedule:

		<u>Full-Time</u>	<u>Part-Time</u>
Employees with	24 credits	\$100/yr.	\$ 50/yr
Employees with	25 to 59 credits	\$200/yr.	\$100/yr
Employees with	60 to 89 credits	\$300/yr.	\$150/yr
Employees with	90 to 119 credits	\$400/yr.	\$200/yr
Employees with	120 to 149 credits	\$500/yr.	\$250/yr
Employees with	150 to 179 credits	\$600/yr.	\$300/yr
Employees with	180 to 209 credits	\$700/yr.	\$350/yr
Employees with	210 or more credits	\$800 yr.	\$400/yr

Employees will earn one credit for each month of service. Longevity Pay will be determined annually on the date of hiring and paid prorata biweekly.

ARTICLE XXVI

NO STRIKE/NO LOCKOUT

Section 1. Strike and Lockout Prohibited

During the term of this Agreement, there shall be no strikes, work stoppages, or slowdowns. No officer or representative of the Union shall authorize, institute, aid or condone any such activities. The Employer shall not lockout employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the Library to the Union that certain employees are engaged in a violation of this provision, the Union agrees to take action to secure the employees' return to work as promptly as possible.

ARTICLE XXVII

AUTHORITY OF THE CONTRACT

Section 1. Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

Section 2. Agreement Takes Precedence

When in conflict, the terms of this Agreement shall supersede any policies directions, or rules or regulations relating to wages, hours and conditions of employment adopted by the Employer.

ARTICLE XXVIII

RESIDENCY

Employees shall reside within Macon County or within fifteen (15) miles of the corporate limits of the City of Decatur. Upon original hiring, an employee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said employee's probationary period. Employees residing outside said limits on June 1, 2004, are exempt from the requirements thereof, provided that should such persons change their place of residence at any time hereafter while still an employee of the Library, such new place of residence shall be within Macon County or within fifteen (15) miles of the corporate limits of the City of Decatur.

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.

ARTICLE XXX

Attached as Exhibit A is the agreed Promotional Chain.

Attached as Exhibit B is a Schedule providing the highlights of various programs under the City of Decatur's group medical and hospitalization insurance plan.

ARTICLE XXXI

TERMINATION

This Agreement shall be effective on May 1, ~~2010~~ 2012 and shall remain in full force and effect for a period of ~~two (2)~~ five (5) years until the 30th day of April, ~~2012~~ 2017. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date.

FOR AFSCME LOCAL 268:

FOR DECATUR PUBLIC LIBRARY

DATED _____

DATED _____

APPROVED AND ACCEPTED BY THE
CITY OF DECATUR

BY _____
CITY MANAGER

DATED _____