

# AGREEMENT

between the

Waukegan Public Library

and

American Federation of State, County and  
Municipal Employees, Council 31, Local 8264

May 1, 2023 - April 30, 2026

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## **PREAMBLE**

This Agreement is entered into by and between the Waukegan Public Employer hereinafter referred to as the "Employer", and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 8264, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the Employer; to establish standards of wages, hours, and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences which may arise between the parties.

## **ARTICLE 1 – RECOGNITION**

### **Section 1.1 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and other conditions of employment for employees in the combined professional and non-professional bargaining unit in compliance with the certification issued by the Illinois Labor Relations Board in case S-RC-22-008 described as:

Included: All full-time and regular part-time Administrative Assistant, Branch Coordinator, Data Coordinator, Collection Assistant, Collection Management Acquisition Clerk, Custodian, Customer Service Clerk, Customer Service Clerk I, Customer Service Clerk II, Inventory Clerk I, Maintenance Technician, Processing Clerk, Safety Monitor, Collection Management Cataloger, Children's Librarian, Librarian, Adult Education Services Coordinator, Adult Literacy Coordinator, Graphic Artist, Health Literacy Coordinator, Purchasing Coordinator, Home Delivery Assistant, Reference Assistant, and Patron Services Assistant.

Excluded: Supervisory, Managerial and Confidential employees as defined by the Act.

### **Section 1.2 New or Changed Job Classification**

If during the term of this Agreement, the Employer wishes to establish new job classifications or to substantially modify the duties of an existing bargaining unit job classification, it must provide the Union with a copy of the job description. Upon request of the Union, which is made within ten (10) calendar days of the Employer's notice that a new or substantially modified job classification is created, the Employer shall meet with the Union to discuss the position's inclusion in the bargaining unit and, if to be a bargaining unit position, its rate of pay considering the nature of the duties, responsibilities, qualifications needed, the nature and extent of the changes, and the rate of pay for comparable positions in the bargaining unit. If the parties are unable to agree on whether the position is appropriate to be included in the unit, the Union may pursue a unit clarification with the Illinois Labor Relations Board.

### **Section 1.3 Bargaining Unit Work**

The Employer will continue to assign work which has been exclusively performed by positions within the bargaining unit to bargaining unit employees. Where the Employer has historically used non-bargaining unit to bargaining unit employees (e.g., including supervisors, interns, volunteers, contract employees and seasonal employees) to perform work which is also bargaining unit work, it shall continue to do so in its discretion.

The Library shall have the right to use interns and volunteers, but for the purposes of this Agreement, interns may not be employed for more than (6) consecutive months. The Library shall not use interns or volunteers to reduce the number of bargaining unit positions. No bargaining unit employees shall be laid off or have their regular hours of work reduced as a direct result of the use of interns or volunteers. Additionally, while a bargaining unit employee is on layoff with recall rights, these workers may not be used to perform the same tasks performed by the bargaining unit employees prior to being laid off.

## **ARTICLE 2 - UNION SECURITY**

### **Section 2.1 Dues Check-off**

Upon receiving written notice of authorization from the Union, in a form agreed upon by the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fees required as a condition of membership in the Union and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which deductions are made. The amount deducted shall be set by the Union and certified to the Employer by the Union. The amount of Union dues to be deducted may be changed once in any twelve (12) month period. Any change in dues deduction amounts must be submitted to the Executive Director in writing at least thirty (30) days in advance of the payroll date in which it is to be effective. Employees have the right to revoke their dues deduction authorization in accordance with the authorization form. A written revocation shall be effective on the payroll date after the receipt of the revocation, if possible, and if not, on the following payroll date. Deductions shall cease upon transfer or termination from covered employment, when there are insufficient funds available in the employee's earnings after withholding all the legal and required deductions, or at any time a strike or work slowdown or stoppage occurs in violation of this Agreement.

### **Section 2.2 Information of the Union**

The Employer shall forward to the Union a list to accompany the payments provided pursuant to Sections 2.1 of this Article. This list shall include the name, the amounts by each employee who has paid the dues. At least once per calendar quarter upon request, the Employer shall also provide to the Union in an Excel or similar format, each bargaining unit employee's job title, worksite location, work telephone numbers, employee identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer. In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, the following information about the new employee: the employee's name, job title, worksite location, home address, work telephone numbers, and any home and

personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer.

### **Section 2.3 Indemnification**

The Union shall indemnify and hold harmless the Employer against all claims, suits or judgments brought or issued against the Employer because of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from challenges to the amount to be deducted.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

- a. The Employer gives reasonable notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires, and
- b. The Employer cooperates with the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both initial tribunal and all appellate levels.

In the event the Employer does not accept the Union's legal representation the Employer shall have the right to select its own counsel which will be paid for by the Union.

### **Section 2.4 Fair Representation**

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit regardless of their Union membership status. Any alleged violation of the Union's duty of fair representation shall not be grievable.

## **ARTICLE 3 - UNION RIGHTS**

### **Section 3.1 Union Activity During Working Hours**

Except as may be expressly permitted by this Agreement, there shall be no Union activity by employees during work hours. Employees, after giving appropriate notice to and receiving permission from their Supervisor, shall be allowed reasonable time off, with pay, during working hours to attend the formal meetings with the Employer referenced in the Discipline and Grievance Articles of this Agreement, labor-management committee meetings and new employee orientations or other meetings mutually agreed to by the parties.

### **Section 3.2 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 for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided advance notice is given to and permission is received from the appropriate Employer representative and the employees work is not disrupted such permission will not be arbitrarily or capriciously denied.

### **Section 3.3 Union Bulletin Boards**

The Employer shall provide the Union with a bulletin board of a mutually agreed upon size and location in a non-public place at the Library for the Union's exclusive use. The Union may post its official notices of a non-inflammatory nature and which are not critical of the Employer or any officer or employee of the Employer. The bulletin board shall be neatly kept.

### **Section 3.4 Distribution of Literature**

Within the Employer's premises, distribution of Union materials shall be limited to the approved bulletin board, Department mailboxes, and intra-departmental e-mail.

### **Section 3.5 Union Orientation**

The Union may conduct union orientation for each new bargaining unit employee during the employee's first two weeks of employment in the bargaining unit at a time mutually agreeable to the parties. Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Employer. The Union orientation period shall be one (1) hour and shall take place during employees' regular working hours with no loss of pay to the employees involved. Unless the Executive Director agrees otherwise, one employee who is working, one employee who is not working, and one AFSCME representative may attend the orientation on behalf of the Union.

### **Section 3.6 Labor/ Management Meetings**

The Union and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between no more than three Union representatives and three representatives of the Employer unless the parties mutually agree otherwise. Such meetings may be requested by either party at least seven days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. However, the non-requesting party may add agenda items, if so desired. Such conferences, times and locations, shall be limited to:

- a. discussion on the implementation and general administration of this Agreement;
- b. a sharing of general information of interest to the parties; and
- c. non-emergency safety issues;
- d. notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees;
- e. other items as agreed by the parties.

The meeting shall be chaired by an Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings unless the parties mutually agree otherwise.

### **Section 3.7 Time off for Union Activities**

Up to a cumulative total of 60 hours per calendar year, and a maximum of two employees on any one day, Local Union representatives shall be allowed time off, without pay, for legitimate Union business such as Union meetings, State or Area-wide Union committee meetings, Union training sessions, State or International conventions,



provided such representative shall give reasonable notice to their supervisor of the absence and shall be allowed the time off if it does not interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **Section 4.1 Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees with cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Employer at all times including during an event of civil emergency as may declared by the Governor of the State of Illinois or Mayor of Waukegan. In the event of such emergency action, the provisions of this Agreement, other than compensation and layoff provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

### **Section 4.2 Subcontracting Work**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the exercise of its best judgment. If subcontracting out any work is deemed necessary by the Employer, at least thirty (30) calendar days notification will be provided to the Union steward, except in an emergency. The Employer agrees to consult the Union, upon request made in writing no later than 15 days after receipt of the steward's notice and afford the Union an opportunity to propose alternatives to the subcontracting, though such consultation shall not be used to delay the subcontracting. Failure to timely request such meetings shall act as a waiver of the Union's right to a meeting.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union. The employee must notify the Executive Director or designee of the intention to return to work within seven (7) days after receiving notice of recall unless the employee provides proof of good cause acceptable to the Employer for not timely responding. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Executive Director or his designee with his latest mailing address. An

employee who fails to timely respond to a recall notice, shall be removed from the recall list.

## **ARTICLE 5 – NO STRIKE OR LOCKOUT**

### **Section 5.1 No Strike Clause**

Neither the Union nor any of its employees, agents or bargaining unit employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures, threat of mass resignations, mass absenteeism, picketing (for or against the Employer), at any time in the uniform of the Employer, any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

The Union agrees that it will use its best efforts to prevent any acts forbidden by this Article and that in the event any such acts take place or are engaged in by any employee or group of employees the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any strike, sympathy strike, slowdown, sit down or concerted stoppage of work including (a) publicly disclaiming such action is not called or sanctioned by the Union and (b) posting notices in conspicuous places which notify involved employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union, to establish responsibility for such unauthorized conduct.

### **Section 5.2 No Lockout**

No Lockout of employees shall be instituted by the Employer during the term of this Agreement.

### **Section 5.3 Judicial Restraint**

Nothing contained in this Article shall preclude either party from obtaining judicial enforcement and relief including specific performance, injunctive relief, damages, and attorney's fees in the event the other party violates this Article.

### **Section 5.4 Discipline of Strikers**

Any employee who violates the provisions of Section 6.1 of this Article shall be subject to disciplinary action. Any or all employees who violate any of the provisions of this Article may be subject to discipline, up to and including discharge. Any disciplinary action taken by the Employer against any employee who participates in any action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement. Any grievance proceeding, including arbitration, involving disciplinary action taken against an employee for a violation of this Article is limited to the issue of whether the employee violated this Article.

## **ARTICLE 6 FILLING VACANT POSITIONS**

### **Section 6.1 Filing Vacancies**

When the Employer decides to fill a vacant position, it shall post a notice for seven working days on the bulletin board where employee notices are typically posted and sent to all bargaining unit employees via electronic mail at least seven days prior to the posting period expiring. The notice shall state the position's title, shift, location, and rate of pay.

To be considered, all interested bargaining unit employees with at least three months of continuous service must submit an application by the time and date stated on the posting. Nothing in this Agreement shall infringe upon the Employer's right to seek applicants from outside the current workforce or advertise vacancies in any manner it deems appropriate.

No position shall be filled nor shall any employee be moved to a different classification or shift without using the above procedure.

### **Section 6.2 Selection**

The Employer shall fill the vacancy by selecting the applicant it deems most qualified. Prior to offering the position to an external candidate all qualified internal applicants shall be interviewed. If multiple internal applicants are deemed to be relatively equally qualified, and no external candidate is deemed the most qualified, the employee with the most seniority shall be awarded the position. Internal applicants who are not selected shall be notified by the Department Head and may request to meet with a management decision-maker regarding the selection process.

### **Section 6.3 Right to Return**

Within 30 calendar days of placement in the new position, an employee may return to their former position. The request must be in writing and be submitted to the Executive Director, or designee.

## **ARTICLE 7 SENIORITY**

### **Section 7.1 Definition of Seniority**

Seniority within this collective bargaining unit is determined by an employee's length of continuous service with the Employer in a bargaining unit position. There shall be no seniority among employees serving an original probationary period within this collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the date of hire with the Employer. Time spent in the armed forces on military leave of absence, paid leaves of absence, authorized unpaid leaves not to exceed thirty (30) days, and time lost due to work related disability shall be included.

Seniority shall be retained but not continue to accrue during any unpaid leave of absence greater than thirty (30) days.

### **Section 7.2 Probationary Period**

An employee is a probationary employee for their first ninety (90) calendar days of employment. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure.

### **Section 7.3 Promotional Probationary Period**

A promoted employee may be returned to their former position classification anytime within ninety (90) days after such promotion due to inability to perform duties and responsibilities of the newly promoted position classification.

### **Section 7.4 Termination of Seniority**

Seniority shall be broken and the employment relationship terminated when an employee:

- a. Voluntarily resigns, provided that he or she is not re-employed to a position covered by this Agreement within (1) year.
- b. Is discharged for just cause;
- c. Retires;
- d. Is absent for five (5) consecutive days without proper authorization unless it is due to circumstances beyond the employee's control;
- e. Is on layoff for more than two (2) years.
- f. Fails to return to work at the conclusion of an approved extension thereof unless the employee's failure to return and failure to obtain an extension are due to circumstances beyond the employee's control.

### **Section 7.5 Seniority List**

The Employer annually shall post a seniority list showing the continuous years of service of each employee. Any errors in the list must be brought to the attention of the Executive Director or designee within 10 days of the posting of the list or shall be deemed forfeited for that year.

## **ARTICLE 8 LAYOFF AND RECALL**

### **Section 8.1 Layoff**

The Employer, in its discretion, shall determine whether layoffs are necessary, and layoffs shall normally be for lack of work or funds. If it is determined that layoffs are necessary, such layoffs shall generally be in the inverse order of seniority order by classification as long as the remaining employees are qualified to perform any work that remains with only minimal orientation. Any contractual employees working in the impacted classification shall be laid off prior to laying off any bargaining unit employee. Except in an emergency, no layoff will occur without at least 45 calendar days' notification to the Union. The Employer agrees to consult with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

An employee subject to layoff shall be able to exercise seniority rights for the following options in lieu of layoff in the order set forth below, provided the employee is qualified for the position:

- a. To fill a vacant position with the same salary range or rate.
- b. To displace an employee with the least seniority in a job title with the same salary range or rate.
- c. To fill a vacant position or to displace an employee with the least seniority in a job title with a lower salary range or rate.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the exercise the same options. Displaced employees with no further rights to a, b, or c above shall be laid off.

An employee who has been laid off shall have the right to exercise their seniority to apply to fill a vacancy with an equal or lower salary range or rate, provided the employee is qualified for the position, and shall have the right to refuse to accept the vacant position without losing recall rights. The Employer shall inform laid off employees of such vacancies.

### **Section 8.2 Recall**

Non-probationary employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **Section 9.1 Definition**

A grievance is defined as a dispute or complaint arising under and during the term of this Agreement that there has been an alleged violation, misinterpretation, or misapplication of an express provision of this Agreement. The Union on behalf of an employee, or on behalf of a group of employees, or itself may process grievances. The grievant or one grievant representing a group of grievants may be present at any step of the grievance procedure.

### **Section 9.2 Procedure, Steps and Time Limits**

The parties agree that for the grievance procedure to function efficiently and effectively, all grievances must attempt to be resolved at the lowest possible level of the Grievance Procedure. Therefore, before initiating a formal grievance, the employee(s), or a Union representative for a Union initiated issue, may discuss the matter with a supervisor outside the bargaining unit with authority to resolve the matter. A steward may be present for the discussion. If the employee or Union representative is dissatisfied with the proposed resolution and the issue involves an alleged violation, misinterpretation, or misapplication of this Agreement, the following steps may be taken:

#### **STEP 1: Department Head**

The employee, with or without a union representative (or a union representative in the case of a Union grievance), shall submit the grievance in writing to the Department Head specifically stating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested.

All grievances must be presented no later than 14 calendar days from the date of the occurrence of the event first giving rise to the grievance, or within 14 calendar days of when any affected employee or the Union, using reasonable diligence, should reasonably have become aware of the occurrence of the event giving rise to the grievance.

The Department Head, the grievant(s), with or without a Union representative shall meet in an attempt to resolve the grievance, unless such meeting is waived by the grievant(s) or the Union. The Department Head shall render a written response to the grievant and the Union within 14 calendar days after the grievance is presented or within 14 calendar days after the meeting, whichever is later. If the Department Head does not render a decision within the 14 days, the grievance shall be deemed denied as of the 14th calendar day.

## **STEP 2: Executive Director**

If the grievance is not settled at Step 1 and the Union or the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Executive Director within 14 calendar days after receipt of the Department Head's answer in Step 1, or within 14 calendar days of the date the Step 1 answer was due, whichever is earlier. Improper grievance form, date or Section citation shall not be grounds for denial of the grievance.

Within 14 calendar days after the grievance is presented to Step 2, the Executive Director shall meet, discuss, and attempt to resolve the grievance with the Union and the grievant(s). The Executive Director shall provide a written answer to the grievant and the Union within 14 calendar days of the meeting at which the grievance was discussed. Any issue not raised by the grievant at this step may not be presented at any subsequent step.

## **Step 3: Board of Trustees**

If the grievance is not resolved at Step 2 and the Union or employee wishes to appeal the grievance to Step 3, it shall be submitted in writing to the Board of Trustees (addressed to the attention of the President with a copy simultaneously provided to the Executive Director) within 14 calendar days after receipt of the Executive Director's answer in Step 2, or within 14 calendar days of the date the Step 2 answer was due, whichever is earlier. The Board of Trustees shall review the grievance and provide the grievant and Union the opportunity to present the grievance within 45 calendar days at a meeting of the Board held at least one week after the grievance was appealed to Step 3. If no settlement of the grievance is reached, the Board of Trustees shall provide a written answer to the grievant and the Union within 14 calendar days following the meeting at which the grievance was discussed.

## **Section 9.3 Arbitration**

If the grievance is not settled at Step 3 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Executive Director within 30 calendar days of receipt of the Board of Trustees' written answer as provided at Step 3 or within 30 calendar days of the date the answer was due.

If a grievance is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select an arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall jointly request a panel of seven arbitrators who are members of the National Academy of Arbitrators or American Association Arbitrators and are residents or have billing addresses within Illinois, Wisconsin, Indiana, Michigan or Iowa from the Federal Mediation and Conciliation Service. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to strike three names from the panel, with the party requesting arbitration striking the first name and the parties striking alternatively until one name remains. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives and witnesses.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel. The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to an arbitrator.

The arbitrator shall submit a decision in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

More than one grievance of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the Employer and the Union. A transcript for the arbitrator shall not be ordered absent agreement of the parties, or direction of the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its copy of the transcript if so desired. In no case, however, will the Employer be responsible for any financial obligation arising out of producing any employee on the grievant's or the Union's behalf.

#### **Section 9.4 Authority of the Arbitrator**

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement set forth in the Step 1 grievance. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to decide any issue not so submitted or raised with the exception to procedural and subject matter jurisdiction disputes raised by a party. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable State or Federal laws, or of rules and regulations of State or Federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding on the Employer, the Union, and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

**Section 9.5 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted and thereafter processed within the time limits set forth in this Article.

If a grievance is not presented by the employee or the Union within such time limits, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any written agreed extension thereof, it shall be considered settled based on the Employer's last answer. If the Employer does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be timely appealed to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 9.6 Withdrawal**

Grievances may be withdrawn at any step of the procedure by submitting a written notice of withdrawal to the Executive Director.

**Section 9.7 Union Stewards**

Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of the employees selected as stewards, and other Union representatives who may represent Employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union at least annually and upon any change in authorized stewards. Any Union representative, whose participation in grievance meetings held pursuant to this Agreement is necessary, shall be released from work with pay. If operational concerns permit, to attend such meeting. The Employer reserves the right to restrict the number of employees who shall be released from work to attend grievance meetings. There shall be no Union business, including investigation and processing of grievances, and contract negotiations, conducted during work time without the express permission of the Executive Director.

**Section 9.8 Employee Right to Self-Representation**

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union steward is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement.

**Section 9.9 Advanced Step Grievance Filing**

Grievances may be filed at any step of the grievance procedure by mutual agreement of the parties at that step.

**Section 9.10 Information Requests**

The Employer and Union recognizes the legal right of the Union and Employer to information necessary to process and respond to grievances. Upon reasonable request, a party will provide the other with such relevant information as is required by law.



## **ARTICLE 10 MISCELLANEOUS PERSONNEL ISSUES**

### **Section 10.1 Employee Review**

Employees shall be entitled to full access to their personnel file as prescribed in the Personnel Record Review Act. Such files shall contain job-related information only. Employees and/or their Union representative, if authorized by the employee, shall have the right, upon request, to review and copy, under supervision, the contents of their personnel file.

### **Section 10.2 Disclosure of Information**

The employer shall not disclose the following information of any employee: (1) the employee's home address (including ZIP code and county); (2) the employee's date of birth; (3) the employee's home and personal phone number; (4) the employee's personal email address; (5) any information personally identifying employee membership or membership status in a labor organization or other voluntary association affiliated with a labor organization or a labor federation (including whether employees are members of such organization, the identity of such organization, whether or not employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys); and (6) emails or other communications between a labor organization and its members.

As soon as practicable after receiving a request for any information prohibited from disclosure under subsection a.) above, the employer must provide a written copy of the request, or a written summary of any oral request, to the Union steward. The employer must also provide a copy of any response it has made within 5 business days of sending the response to any request.

This subsection does not apply to disclosures (i) required under the Freedom of Information Act, (ii) for purposes of conducting public operations or business, or (iii) to the exclusive representative.

Employees who receive requests for information from other agencies, employers, etc., shall immediately refer the request to the Executive Director or designee for action.

### **Section 10.3 Performance Evaluations**

Performance appraisals of each bargaining unit employee will be conducted by management on an annual basis. An employee's evaluation shall be reviewed and discussed with the employee. An employee's signature on the evaluation does not constitute agreement with the evaluation.

A Supervisor will meet with an employee at the beginning of the evaluation period to discuss the performance appraisal system and expectations. The employee will be provided with a form to conduct a self-evaluation of their performance during the evaluation period. The employee will discuss the results of the self-evaluation with the Supervisor at the annual review.

## **ARTICLE 11 DISCIPLINE**

### **Section 11.1 Discipline**

The Employer agrees with the tenets of progressive and corrective discipline and that discipline shall be imposed only for just cause and at the appropriate level when the circumstances surrounding the event and the employee's work history are taken into consideration. Imposition of discipline shall normally be done in a manner that will not embarrass the employee.

Discipline shall include the following progressive steps:

- a. Oral reprimand with documentation of such filed in the employee's personnel file.
- b. Written reprimand with copy of such maintained in the employee's personnel file.
- c. Suspension without pay with documentation of such maintained in the employee's personnel file, with an electronic copy sent to the Local Union President.
- d. Discharge with documentation of such maintained in the employee's personnel file, with an electronic copy sent to the Local Union President.

### **Section 11.2 Reprimands**

All reprimands shall become a part of the employee's personnel file and a copy given to the employee. The employee will be given the opportunity to submit a written response outlining the employee's point of view regarding the incident. The employee's written response will be attached to and remain part of the reprimand and shall be included with any copy of the reprimand which is provided to anyone. Reprimands, whether written or oral, shall not be subject to arbitration but may be grieved only up to the Board of Trustees' step of the grievance process set forth in this Agreement.

### **Section 11.3 Union Representation**

If an employee is subjected to questioning by a superior, and the employee reasonably believes that responses to the questions may result in assessment of discipline against the employee, the employee may request, and shall be entitled to the presence of a Union steward during such interview, provided that the Union representative is reasonably available.

### **Section 11.4 Pre-Discipline Meeting**

Prior to the final decision regarding whether discipline is appropriate, and, if so, the appropriate level of discipline, the employee shall be afforded an opportunity to discuss the matter and present the employee's response to the issues involved and to the possible level of discipline to be imposed. The employee shall be afforded the opportunity to rebut or clarify the charges during the meeting. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions. If the employee does not request Union representation, a Union representative shall nevertheless be notified and shall be afforded the opportunity to be present.

After meeting with the employee to discuss the employee's response to the alleged misconduct and appropriateness of discipline, the Employer may investigate the issues further, or determine the appropriate discipline to be imposed, if any. Once the decision

is made the Employer shall meet with the employee, and a Union representative if requested by the employee to discuss and impose the discipline. The discipline meeting shall be conducted without loss of pay for the employee and one Union representative. Nothing in this Section shall prevent the Employer from relieving employees from duty while investigating an allegation. The employee shall not lose any wages because of such release.

### **Section 11.5 Use of Prior Discipline**

In keeping with the parties' agreement that discipline is to be corrective, it is agreed that all disciplinary files maintained by the Employer concerning an employee shall not be used for the purposes of progressive discipline unless there has been subsequent disciplinary action of any kind within the following time periods:

- a. Oral Reprimand — 12 months
- b. Written Reprimand — 24 months
- c. Disciplinary Suspension — 60 months

## **ARTICLE 12 WORK HOURS**

### **Section 12.1 Regular Hours of Work**

The Employer shall establish work schedules for all bargaining unit members. Employees' work hours include Saturdays, Sundays, and evenings. The normal workweek for full-time employees shall be between 30 and 37.5 hours per week, consisting usually of 5 workdays within a 7-day work cycle. The normal workweek for part-time employees may vary but will be less than 30 hours within a 7-day work cycle. The parties acknowledge the Employer's right to schedule employees covered by this Agreement, and to occasionally modify schedules to suit operational needs. However, any employee affected by the change in schedule will be given at least 30 days' notice, absent an emergency. By mutual agreement between the Executive Director and an employee, an employee can be put on a different work schedule without the 30 days' notice.

### **Section 12.2 Normal Work Cycle**

The work cycle shall be defined as seven consecutive days, from midnight Sunday to 11:59 p.m. Saturday.

### **Section 12.3 Overtime**

Any hours worked in excess of 40 in a work cycle will be paid at one and one-half (1 ½) times the employee's regular hourly rate. Leave time taken during the seven-day cycle will not count towards the 40 hours in a work cycle required for overtime.

When overtime is necessary, the Employer will strive to distribute opportunities equitably among employees of the same job classification within the same department. In non-emergency situations that require overtime, the Employer shall seek volunteers prior to assigning required overtime work. Additionally, specific employees may be selected for special assignments based upon specific skills, ability, and experience they may possess. Further, nothing in this provision or elsewhere will be construed to require the Employer to offer overtime to bargaining unit employees, nor to preclude the Employer from using other personnel for any available work.

#### **Section 12.4 Breaks and Meal Periods**

Employees scheduled to work for 7.5 continuous hours shall be scheduled for and must take a 30-minute unpaid meal period no later than 5 hours after the start of their workday. All employees scheduled to work for 7.5 continuous hours shall be entitled to two 15-minute paid rest periods. All other employees shall be entitled to a paid 15-minute rest period for every 4 hours continuously worked. The 15-minute rest periods shall be non-cumulative and do not include reasonable travel time within the building between the employee's work station and the breakroom. All employees shall be permitted reasonable time to use the restroom facilities during the workday.

#### **Section 12.5 Light Duty**

If, because of illness or injury, an employee, who is certified by a medical professional acceptable to the Employer as unable to perform the essential functions of the employee's position without reasonable accommodation, at the Executive Director's discretion, may be assigned to a light duty position within the medical restrictions approved by the medical professional. Light duty assignments shall not be permanent and shall generally not exceed 90 days. The Employer shall set the hours and work schedule, which shall generally be on a five day per week basis. Light duty assignments will be made on a first come, first served basis regardless of the nature of the absence and based on available work. Nothing in this provision requires the Employer to provide light duty.

#### **Section 12.6 Call-back Pay**

Employees called back to work outside their scheduled hours of work (i.e., hours not contiguous to their scheduled shift) will be paid a minimum of two hours or for all hours worked outside their normal hours of work within a consecutive 24-hour period of time, whichever is greater, at the applicable hourly pay rate. Employees called back to work more than once will receive the two-hour minimum if the second or subsequent call-back occurs greater than two hours after the end of the previous call-back. This section shall not be applicable to scheduled overtime.

#### **Section 12.7 Out-of-Classification Work**

The library may temporarily assign an employee to perform the duties of another classification. An employee who is temporarily assigned to perform the duties of a higher paid classification shall continue to be paid on the basis of their permanent classification. If, however, an employee is temporarily assigned for more than two weeks to a higher paid classification, the employee will be paid either the minimum hourly rate for the higher paying grade or three percent above their current hourly rate of pay in their permanent classification, whichever is higher, if the employee actually assumes responsibility for performing the basic duties in the higher paying position.

### **ARTICLE 13 WAGES**

#### **Section 13.1 Wage Schedule**

The hourly wage rates of the members of the bargaining unit shall be paid pursuant to the wage schedule set forth in "Appendix A". Any wage modifications shall be effective as of the dates shown with retroactive pay to May 1, 2023, to be made to employees

who are actively employed in a bargaining unit position as of the date this Agreement is ratified by both parties.

New employees generally shall be placed at entry level on the wage scale. New employees with other previous related work experience may be placed above the Entry level on the wage scale at the discretion of the Employer so long as they are not placed above current employees with commensurate experience to the new employee.

In lieu of back pay, each full-time (37.5 hours/week) bargaining unit employee employed on or before May 1, 2022, shall receive a lump sum payment of \$2000.00 within 30 days of ratification and execution of this Agreement. Employees regularly working less than 37.5 hours per week and employees hired between May 1, 2022, and April 30, 2023, shall receive a pro-rata share of \$2000 based upon their regular schedule and service time. Effective May 1, 2023, all employees shall be placed on a step on the wage schedule which provides at least a 7.0% wage increase. Employees whose wage rate with the 7% increase is above the top step in their classification, shall receive a 7% increase, with annual increases to be the same as the annual increases to the entire step plan. Other years will be based upon the step plan in Appendix A.

## **ARTICLE 14 PAID LEAVES OF ABSENCE**

### **Section 14.1 Vacation**

Full-time employees earn vacation time at the rate of 1/26th of the annual total allotment per pay period. The maximum amount of vacation time which can be carried over to a new fiscal year is 150 hours beginning each May 1<sup>st</sup>. Any excess vacation time beyond 150 hours will be converted to sick time. Vacation is available as it is earned. At the time of separation, employees will receive payout for unused vacation time within two weeks of their last day of work.

The annual rates of vacation for full-time employees are:

Librarians and Coordinators:	20 workdays
Associates, Assistants, Specialists and Clerks:	
Start to completion of 5 years	10 workdays
After 5 years to completion of 10 years	15 workdays
After 10 years	20 workdays

Years of service will be calculated from the original date of employment, i.e., part-time employees who become full-time will have their service date reflect the date of their part-time employment. Vacation days will be calculated from the part-time date of employment.

Vacation leave must be taken in half-day increments based on the shift the employee typically works. Employees may not borrow against unearned vacation time.

Employees must make a written request for vacation time to their immediate supervisor at least two weeks in advance of the desired time. Exceptions to the two weeks

advanced requests may be made at the Executive Director's discretion. The Employer shall not unreasonably deny vacation requests.

#### **Section 14.2 Personal Leave**

Full-time employees shall be granted three workdays of personal leave annually on May 1st. Part-time employees with at least two years of service will be granted a proportionate amount of personal time based on their hours worked in the year preceding each May 1st. Personal days must be scheduled in advance whenever practical with the employee's immediate supervisor or other non-union supervisor. Personal leave must be taken in no less than one-hour increments. Unused personal days do not carry over to the next fiscal year and are not paid out at time of termination or retirement.

#### **Section 14.3 Sick and Injury Leaves**

Sick leave with pay is an accumulated benefit for full-time Employees. Sick leave shall accrue at the rate of one sick day per month based on the shift full-time employees generally work. Sick leave time may be used for absence due to illness or injury of the employee or immediate family members in accordance with policies established by the Employer.

Sick leave must be used in no less than one-hour increments, except that an employee who reports for work, becomes ill and leaves work because of that illness, or in circumstances where an immediate family member of an employee has a medical emergency that requires the presence of the employee, shall be paid for the hours worked and shall be charged only for the sick time used. However, to be eligible for this benefit, the employee must inform their supervisor that they are leaving work due to personal or immediate family illness.

Staff retiring and fully vested in IMRF may receive service credit with IMRF for their unused sick leave in accordance with IMRF regulations and statutory authority.

The Employer may, at its discretion, require an employee to submit a physician's verification of illness when three or more consecutive workdays of sick leave are used. The Employer may also require a physician's verification that an employee is well enough to return to work. Any employee who utilizes sick leave immediately before or after a scheduled vacation, or any other scheduled time off may be required to submit a physician's verification of illness. Failure to submit to required medical exams or to provide required medical verification of illness shall be deemed to have abused sick leave and shall be subject to discipline in addition to forfeiting the paid leave time. Falsification of any verification of illness, or other actions abusing sick leave may result in discipline.

To determine an employee's fitness for duty, the Employer, at any time, may require an employee to submit to an examination by a physician or other appropriate medical professional designated by the Employer. The Employer shall pay for the cost not covered by insurance of any examinations at a facility designated and required by the Employer.

#### **Section 14.4 Holidays**

The library is closed, and full-time employees shall receive holiday pay for the number of hours regularly scheduled on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Family Day (Day after Thanksgiving Day)
- December 24<sup>th</sup>
- Christmas Day

For each of the holidays listed above a part-time employee regularly scheduled to work that day shall receive holiday pay based on the number of hours that they would have been scheduled to work but for the holiday at their regular straight-time hourly rate of pay.

The library is not closed on the following holidays, but all employees working these holidays will be compensated at time-and-a-half:

- Martin Luther King, Jr. Day
- Juneteenth

The library is traditionally closed on the following days and these days are not paid:

- Easter Sunday
- Sunday between Christmas and New Year's

The Library will close early on the following days without compensation for the hours which employees do not work as normally scheduled:

- Thanksgiving Eve at 5:00 p.m.
- New Year's Eve at 5:00 p.m.

All employees who are either at work or on an excused absence the day before and the day after a holiday receive the holiday as a paid absence. However, employees who are absent and unexcused on the day before or the day after a holiday, will not be compensated for that holiday, unless they provide acceptable documentation excusing them for the absence within a reasonable time period after the absence.

If a holiday falls on a regular day off, a supervisor will coordinate employees' days off during the same work week. If a holiday falls on a Saturday, that holiday will be designated as a floating holiday, to be taken within the same pay period, with supervisory approval and adherence to scheduling requirements. If a holiday falls on a Sunday, the library will be closed the following Monday.

The Library will be closed one day per year for mandatory staff training.

### **Section 14.5 Funeral and Bereavement Leave**

In the event of a death in the immediate family of an employee, the employee shall be granted up to five days off with pay. The employee's immediate family is defined as spouse, domestic partner, parents (including step), children (including step and half), sibling (including step and half), father-in-law, mother-in-law, grandparents and grandchildren.

Employees shall be granted two days off with pay in the event of a death in the following extended family members: daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, or first cousin.

If needed, additional time may come from vacation or personal time subject to supervisory approval.

Pursuant to 820 ILCS 154, full-time employees shall be entitled to use a maximum of 2 weeks (10 workdays) of combined paid and unpaid bereavement leave to:

- a. attend the funeral or alternative to a funeral of a covered family member (covered family member shall be the same as the immediate family above for paid bereavement leave);
- b. make arrangements necessitated by the death of the covered family member
- c. grieve the death of the covered family member; or
- d. be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; or (vi) a stillbirth.

Unpaid bereavement leave taken pursuant to 820 ILCS 154 will generally be completed within 60 days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed under subparagraph d. above occurs. However, employees may be granted more than 60 days to take unpaid bereavement leave at the discretion of the Executive Director.

Employees will endeavor to provide the Employer with at least 48 hours' advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

Unpaid bereavement leave shall be designated as FMLA time and is subject to the FMLA's maximum of 12 weeks in a 12-month period.

### **Section 14.6 Jury Duty and Court Proceedings**

An employee who is called upon to serve as a juror or subpoenaed to appear as a witness in a work-related court proceeding, will be provided paid time off. The employee shall provide the Employer a copy of the notice to serve and give advance notice of at least one week. The employee shall return to work as soon as possible after being released from jury duty and must work the regular work hours during service whenever possible. There shall be no paid time off for employees appearing voluntarily or by subpoena to participate in any court, administrative or other legal proceeding against the employer initiated by the employee or the Union.



### **Section 14.7 Parental Leave**

Upon birth or adoption of a child, an Employee covered by this Agreement may elect to take up to two weeks of paid parental leave and be restored to the same or an equivalent position upon return. Parental leave will run concurrently with any eligible FMLA leave.

### **Section 14.8 Paid Leave for All Workers Act Leave for Part-Time Employees**

Pursuant to the "Paid Leave for All Workers Act," part-time employees shall be eligible for up to 40 hours of paid leave in a year which shall accrue at the rate of one hour leave for each 40 hours worked to a maximum of 40 hours. This paid leave may be used after 90 days of employment. There shall be no advancement of paid leave. Hours shall carry over to the next year, but no more than 40 hours of paid leave may be used in any year. Hours carried over to the next year shall be forfeited if not used by the end of the next 12-month period. Paid leave must be used in no less than one-hour increments.

Upon termination of employment for any reason accrued paid leave shall not be paid to the employee as part of their final compensation. Requests for paid leave shall be made in writing by the employee reasonably in advance of the requested date of the leave, unless precluded by emergency conditions. The request shall be submitted to the employee's supervisor who is not in the bargaining unit. Employees do not have to provide a reason for using the paid time off.

## **ARTICLE 15 FAMILY AND MEDICAL LEAVE**

### **Section 15.1 Basic Leave Entitlement**

Employees may be eligible to take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon return provided that the employee has worked for the Library for at least 12 months AND worked at least 1250 hours in the last 12 months. The "12- month period" is measured in a rolling 12-month period from the beginning of the employee's last FMLA leave.

### **Section 15.2 Reasons for Leave**

Eligible employees may take FMLA leave for any of the following reasons: (1) the birth of a child and in order to care for such child; (2) the placement of a child with the employee for adoption or foster care; (3) to care for a spouse, son, daughter or parent ("covered family member") with a serious health condition; or (4) because of the employee's own serious health condition which renders the employee unable to perform the functions of the employee's position. Leave because of reasons one and two above must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Employer who request leave because of reasons one or two or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12- month period.

### **Section 15.3 Military Family Leave Entitlement**

Eligible employees may use the 12-week FMLA leave entitlement to take military family leave. This leave may be used to address certain qualifying exigencies related to the covered active duty or call to covered active duty of a spouse, son, daughter, or parent. Qualifying exigencies may include (1) attending certain military events; (2) arranging for

alternative childcare; (3) addressing certain financial and legal arrangements; (4) attending certain counseling sessions; (5) addressing issues related to short-notice deployment; (6) spending time with a covered family member who is resting and recuperating; (7) attending post-deployment briefings; and (8) for certain activities relating to the care of the military member's parent who is incapable of self-care where those activities arise from the military member's covered active duty.

An employee may also be eligible for up to 26 weeks of leave to care for a covered service member during a single 12-month period. This single 12-month period begins with the first day the employee takes the leave. A covered service member includes: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy or is in outpatient status; (2) is on the temporary disability retired list; or (3) a covered veteran, meaning one who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and: "(i) was a member of the Armed Forces (including a member of the National Guard or Reserves); (ii) was discharged or released under conditions other than dishonorable; and was discharged within the five-year period before the eligible employee first takes FMLA military caregiver leave to care for the veteran."

#### **Section 15.4 Improper Use of Leave**

Employees may not be granted a FMLA leave to gain employment or work elsewhere, including self-employment. If an employee misrepresents facts in order to be granted an FMLA leave, the employee may be subject to immediate termination and be required to reimburse or have deducted from final pay the paid time off used except for vacation.

#### **Section 15.5 Notice of Leave**

If the FMLA leave of absence is foreseeable, the employee must give the Executive Director at least 30 days' notice in accordance with the usual procedure for requesting a leave of absence. Failure to provide such notice may be grounds for delay of the leave. Where the need for leave is not foreseeable, the employee is expected to notify the Executive Director as soon practicable and, absent unusual circumstances, in accordance with the Employer's normal leave procedures. To request FMLA leave, please see Human Resources for the Notice of Eligibility and Rights and Responsibilities paperwork.

#### **Section 15.6 Medical Certification- Leave for Employee's Own or a Covered Family Member's Serious Health Condition**

If the employee is requesting leave because of the employee's own or a family member's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Employer, at its expense, may require an examination by a second health care provider designated by the Employer, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. The Employer may also require medical recertification

periodically during the leave and employees may be required to present a fitness for duty verification upon their return to work following a leave for their own illness specifying that the employee is fit to perform the essential functions of the job.

#### **Section 15.7 Certification for a Qualifying Exigency**

If the employee is requesting leave because of a qualifying exigency arising out of a covered family member's active duty or call to active duty, the employee must supply a copy of the covered military family member's active-duty orders or other documentation issued by the military indicating that the covered military member is on active duty or call to active duty (including the dates of the active-duty service). The Employer may also request additional information pertaining to the leave.

#### **Section 15.8 Certification for Service Member Family Leave**

If an employee is requesting leave because of the need to care for a covered service member with a serious injury or illness, the Employer may require the employee to supply certification completed by an authorized health care provider of the covered service member. In addition, the Employer may also request additional information pertaining to the leave.

#### **Section 15.9 Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave**

If an employee is requesting leave because of the need to care for a covered veteran with a serious injury or illness, the Employer may require the employee to supply certification completed by an authorized health care provider of the covered veteran. In addition, the Employer may request additional information pertaining to the leave.

#### **Section 15.10 Substitution of Paid Leave**

FMLA leave is unpaid leave. Eligible employees requesting leave for any FMLA-covered reason, are required to exhaust any remaining applicable paid time which shall run concurrently with the FMLA leave. The exhaustion of this paid leave does not extend the leave period. In addition, employees eligible for any additional paid leaves, such as short term/long term disability or worker's compensation, these leaves will also run concurrently with FMLA leave (where appropriate) and will not extend the leave period. When using paid leave in conjunction with FMLA, employees must comply with the requirements of the applicable paid leave policy.

#### **Section 15.11 Benefits During Leave**

During an approved FMLA leave, the Employer will maintain the employee's health benefits as if the employee continued to remain actively employed. Payment of the employee's portion of medical benefits will be determined by the Notice of Eligibility and Rights & Responsibilities paperwork administered by Human Resources. Employees on FMLA leave will not accrue benefit time or during the time the employee is on unpaid status or is receiving IMRF disability payments, or worker's compensation payments.

#### **Section 15.12 Intermittent Leave**

Leave because of a serious health condition, to care for a service member with a serious injury or illness or because of a qualifying exigency may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or

workday) if necessary. If leave is unpaid, the Employer will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced scheduled leave, the Employer may temporarily transfer the employee to an available alternate position which better accommodates the recurring leave, and which has equivalent pay and benefits. A fitness for duty certification may be required to return from an intermittent absence if concerns exist concerning the employee's ability to perform job duties.

### **Section 15.13 Job Restoration**

If the employee wishes to return to work at the expiration of the leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. If the employee takes leave because of the employee's own serious health condition, the employee may be required to provide medical certification that the employee is fit to perform the essential functions of the job. Employees failing to provide the certification will not be permitted to resume work until it is provided.

## **ARTICLE 16 UNPAID LEAVES OF ABSENCE**

### **Section 16.1 Leaves of absence**

A leave of absence, without pay or benefits, for a limited time not to exceed 90 days may be granted by the Employer in the Executive Director's discretion for any reasonable purpose. Requests for a leave of absence shall be made in writing by the employee reasonably in advance of the requested date of the leave, unless precluded by emergency conditions. The request shall state the purpose and expected duration of the leave. Requests to extend the leave of absence shall be made in writing at least 10 days before the expiration of the approved leave and may be granted in the Executive Director's discretion in additional blocks of time not to exceed 90 days, and the total leave time may not exceed 360 days.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall endeavor to return the employee to the same position which the employee was incumbent prior to the commencement of the leave, provided the position exists and the employee is fully capable of performing the essential functions of the position. The employee may be required to provide medical certification that the employee is fit to perform the essential functions of the job. Employees failing to provide the required certification will not be permitted to resume work until it is provided.

### **Section 16.2 School Conferences and activities**

Employees may take unpaid leave of up to eight (8) hours during any school year, not more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child, if the conference or activity cannot be scheduled during non-work hours. Employees may choose to use available PTO.

### **Section 16.3 VESSA Leave**

Employees will be granted time off for issues involving domestic and/or sexual violence in accordance with the Illinois Victims Economic Security and Safety Act (VESSA).

Employees should contact the human resources with any questions about, or to request VESSA Leave.

## **ARTICLE 17 NO DISCRIMINATION**

### **Section 17.1 No Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender identification, marital status, race, color, creed, national origin, political affiliation, or any other protected class pursuant to federal or state laws. Neither the Employer nor the Union shall interfere with the right of employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership. No employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or this Agreement. The Union shall share equally with the employer, the responsibility for applying this provision of the Agreement. Grievances on this issue may be taken only to the final step before arbitration, but such action will not prejudice the individual's right to pursue allegations under Title VII or other applicable laws.

### **Section 17.2 Anti-Bullying**

The Employer and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the Employer's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated.

## **ARTICLE 18 HEALTH INSURANCE**

### **Section 18.1 Health Insurance**

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

The Employer will pay 95% of the premium amounts set forth in accordance with the provider contract coverage for employees and 50% of the cost for covered dependents under a plan or plans selected by the Employer. Costs shall include any state or federal fees and taxes.

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

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

Before implementing any changes in plans to be offered to employees, the Employer shall convene an insurance committee consisting of employee representatives from its various departments, with two representatives from the unit to be designated by the Union. Additional subject matter experts may participate at the committee's request. The committee will review plan options and cost considerations and make recommendations to the Executive Director and Board of Trustees. At the time the Library's Board considers the committee's recommendation, the committee shall have the opportunity to address the Board. If the Employer deems it necessary to modify the existing health insurance plan and/or add or drop plans, it shall notify the Union in writing at least 90 days in advance of the anticipated change and upon the Union's request bargain over the impact of the change.

## **ARTICLE 19 RULES AND REGULATIONS**

### **Section 19.1 Compliance and Review**

The Union agrees that it and its members shall comply, in full, with all Employer Policies, Rules and Regulations, Practices and Procedures, and Orders (hereafter in this Article referred to as "Rules") that are not in direct conflict with the provisions of this Agreement. In the event of any conflict between the Rules and the terms of this Agreement, the two shall be read together and deemed supplementary to each other wherever possible. However, this Agreement's provisions shall prevail if there is a direct conflict and the Rules, and this Agreement cannot be read together.

### **Section 19.2 New Rules**

Any proposed new or revised Rules having the effect of changing a rule or regulation may be established from time to time by the Employer. The Union shall receive thirty-day notice of Any new or revised Rule and upon request by the union the parties shall meet and confer over the proposed change. Any new or revised Rule shall be posted for ten days before they become effective or enforceable.

## **ARTICLE 20 DRUG AND ALCOHOL TESTING OF EMPLOYEES**

### **Section 20.1 General Policy Regarding Drugs and Alcohol**

The use of illegal drugs and the abuse of alcohol and legal drugs by members presents unacceptable risk to the safety and well-being of other employees and the public, invites

accidents and injuries, and reduces productivity. In addition, such use and abuse violate the reasonable expectations of the public that the employees who serve protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and patrons, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees.

The Employer has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to always perform their jobs. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or cannabis, the use, possession, sale or transfer of illegal drugs, or non-prescribed controlled substances by employees is strictly prohibited. Violation of these policies will result in disciplinary action up to and including discharge.

## **Section 20.2 Definitions**

“Drugs” or “controlled substances” shall include, but not be limited to, alcohol, any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the Cannabis Control Act (720 ILCS 550/1 et seq.); any controlled substance listed in Schedules I through V of 21 U.S.C. 812 for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs of abuse; and any look-alike substance, designer drugs or any substance, such as glue, which may have adverse effects on perception, judgment, alertness, memory or coordination.

A listing of drugs covered by this policy includes, but is not limited to:

- Opium
- Methaqualone
- Psilocybin-Pilocyn
- Morphine
- Tranquilizers
- MDA
- Codeine
- Cocaine
- PCP
- Heroin
- Amphetamines
- Chloral Hydrate
- Meperidine
- Phenmetrazine
- Methylphenidate
- Marijuana
- LSD
- Hash
- Barbiturates
- Mescaline
- Hash Oil
- Glutethimide

## Steroids

“Impair” or “adversely affect” shall mean causing a condition in which the employee is or may be unable to properly perform work duties due to the effects of drugs or alcohol. Where impairment exists or is presumed, incapacity for duty shall be presumed.

“Impairment” due to alcohol shall be presumed when having any level of alcohol concentration in his blood or breath of more than 0.00 grams of alcohol per 100 milliliters of blood or 0.00 grams of alcohol per 210 liters of breath.

“Positive Test Results” shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in this Article.

The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

### **Section 20.3 Pre-Employment**

All potential new employees may be required to submit blood and urine specimens to be screened for the presence of illegal drugs prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.

### **Section 20.4 Prohibitions**

In addition to any and all other criminal, civil, or regulatory prohibitions which may be applicable, the employees shall be prohibited from the following:

- a. Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Employer’s premises or job sites, including all of the Employer’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Employer.
- b. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- c. Being impaired due to alcohol during the course of the workday.
- d. Failing to report to the Executive Director, or designee, the use of any prescription medication which the employee knows or should know will affect the employee’s ability to safely and competently perform work duties.
- e. The use of alcohol within eight hours of reporting to duty.
- f. Being under the influence of any other drug or combination of drugs, to a degree which, in any way, impairs the employee’s ability to safely and competently perform work duties.



- g. Use of tobacco products, including cigarettes at any time when on-duty except during approved meal periods or breaks when at least 30 feet away from any Library entrance, or in Employer vehicles. Employees are responsible for cleaning up and tobacco related trash.

Violations of these prohibitions or the failure to submit and cooperate in testing as provided in this Article is cause for disciplinary action up to and including discharge.

## **Section 20.5 Administration of Tests**

- a. Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. However, it is the responsibility of all employees to be aware of, and adhere to, this policy and rules and procedures contained herein.
- b. Reasonable Suspicion. Where the Employer has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:
  - i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
  - ii. Information provided by an identifiable third party which is independently investigated by the Executive Director or designee to determine the reliability or validity of the allegation.
- c. Accidents/Injuries. When an employee is involved in an on-the-job accident or injury, including a motor vehicle accident, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the employee's appearance and behavior. Drug and alcohol testing may be required following any on-the-job accident or injury.
- d. Performance. When an employee is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory employee.
- e. Arrest or Indictment. When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Executive Director may require drug/alcohol screening. The Executive Director may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the Employer and to the Union indicates that a treatment program is recommended, that treatment program

will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

- f. Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.
- g. The Employer may require its Employees to submit to testing, as herein provided, as provided by Employer Rules, and on a random basis at a time and place designated by the Employer.

## **Section 20.6 Testing Procedures**

In conducting the testing authorized by this Agreement, the Employer shall:

- a. Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing and that has been accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).
- b. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of each sample and test result.
- c. Collect a sufficient sample of the same sample of blood or urine or a similarly reliable material from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee under Paragraph 6 below.
- d. Collect sample in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitted samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- e. Confirm any sample that tests positive in accordance with SAMHSA standards in effect at the time of the testing in initial screening for drugs by testing the second portion of the sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- f. Provide the employee tested with an opportunity to have the additional sample tested by a State of Illinois and SAMHSA certified clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the Employer of the desire to do so within seventy-two (72) hours of receiving notification of positive test results.
- g. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample or similarly reliable material is positive only if both the initial screening and confirmation tests are positive for a particular drug.

- h. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .00 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.
- i. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
- j. Insure that no employee is the subject of any adverse employment action, except emergency temporary reassignment or relief of duty, during the pendency of any testing procedure.
- k. When testing is ordered, the employee may be removed from duty and placed on leave with pay pending the receipt of results unless there is independent reason to remove the employee from duty without pay.

### **Section 20.7 Positive Test Results**

Any test resulting in a positive report will be referred to the Executive Director for complete investigation. Upon completion of such investigation, if it is found that an employee has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared. Upon service, the employee against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately relieved from duty, and shall be subject to disciplinary action which may include discharge, except as provided in the Section below concerning rehabilitation.

### **Section 20.8 Voluntary Request for Assistance and Rehabilitation**

The Employer shall not seek to terminate any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The opportunity for rehabilitation shall be granted for any employee who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to initiation of testing procedures. This voluntary request for assistance shall only apply to employees with more than two years seniority.

Any employee who voluntarily admits to the Executive Director use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. This program shall include provisions (a) through (d) below. Employees failing to follow these sections or failing any test as provided therein shall be considered in violation of their voluntary treatment program and subject to discipline.

The opportunity for rehabilitation (rather than discharge) shall be granted once for any employee who is not involved in any drug/alcohol related criminal activity and prior to initiation of an investigation of the member's use or sale of controlled substance by any competent state or federal authority provided the employee signs a last chance agreement containing the following:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) or other professionals involved;

- b. The employee discontinuing use of illegal drugs or consumption of alcohol;
- c. The employee completing the course of treatment prescribed, including an “after-care” group for a period of at least twelve (12) months; and
- d. The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and “after-care.”

Employees who do not agree to, and act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from performing work duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. All treatment shall be made at the sole expense of the employee, to the extent not covered by the employee’s health insurance benefits.

Any rehabilitation opportunities shall be provided as per the current Employer provided health insurance benefits. Employees who voluntarily attempt rehabilitation and exceed health care benefits allowed shall pay all remaining costs out of pocket.

## **ARTICLE 21 SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

## **ARTICLE 22 WORKING CONDITIONS, SAFETY AND HEALTH**

### **Section 22.1 Personal Protective Clothing and Equipment**

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

### **Section 22.2 Safety**

Employees shall adhere to all safety rules, regulations, policies, and procedures. Any employee who believes a health or safety issue exists which requires immediate attention shall notify their immediate supervisor. An employee shall not be disciplined for a good faith raising of an alleged health or safety concern, nor for a good faith refusal to engage in an alleged unsafe act. The Employer will review the health and safety issues raised by the employee and determine whether a health or safety concern is valid and the manner in which any such issue shall be remedied.

## ARTICLE 23 ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. This Agreement constitutes the complete and entire Agreement between the parties. Amendments of this Agreement may be made by mutual written agreement of the parties.

## ARTICLE 24 TERM OF AGREEMENT

Unless otherwise specified herein, upon ratification by both parties, this Agreement shall be effective and shall remain in full force and effect until April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least one hundred and twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date.

Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the expiration date set forth in the preceding paragraph.

Executed By:

For Waukegan Public Library:

For AFSCME:

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President

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Secretary

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

## APPENDIX A - PAY SCHEDULES

May 1, 2024  
3%

Years of Service	Clerk	Specialist	Assistant	Associate	Coordinator	Librarian
1	\$ 15.45	\$ 17.51	\$ 19.57	\$ 23.18	\$ 24.72	\$ 28.33
2	\$ 15.76	\$ 17.86	\$ 19.96	\$ 23.64	\$ 25.21	\$ 28.89
3	\$ 16.07	\$ 18.22	\$ 20.36	\$ 24.11	\$ 25.72	\$ 29.47
4	\$ 16.40	\$ 18.58	\$ 20.77	\$ 24.59	\$ 26.23	\$ 30.06
5	\$ 16.72	\$ 18.95	\$ 21.18	\$ 25.09	\$ 26.76	\$ 30.66
6	\$ 17.06	\$ 19.33	\$ 21.61	\$ 25.59	\$ 27.29	\$ 31.27
7	\$ 17.40	\$ 19.72	\$ 22.04	\$ 26.10	\$ 27.84	\$ 31.90
8	\$ 17.75	\$ 20.11	\$ 22.48	\$ 26.62	\$ 28.40	\$ 32.54
9	\$ 18.10	\$ 20.52	\$ 22.93	\$ 27.15	\$ 28.96	\$ 33.19
10	\$ 18.46	\$ 20.93	\$ 23.39	\$ 27.70	\$ 29.54	\$ 33.85
11	\$ 18.83	\$ 21.34	\$ 23.86	\$ 28.25	\$ 30.13	\$ 34.53
12	\$ 19.21	\$ 21.77	\$ 24.33	\$ 28.82	\$ 30.74	\$ 35.22

May 1, 2023

Years of Service	Clerk	Specialist	Assistant	Associate	Coordinator	Librarian
1	\$ 15.00	\$ 17.00	\$ 19.00	\$ 22.50	\$ 24.00	\$27.50
2	\$ 15.30	\$ 17.34	\$ 19.38	\$ 22.95	\$ 24.48	\$ 28.05
3	\$ 15.61	\$ 17.69	\$ 19.77	\$ 23.41	\$ 24.97	\$ 28.61
4	\$ 15.92	\$ 18.04	\$ 20.16	\$ 23.88	\$ 25.47	\$ 29.18
5	\$ 16.24	\$ 18.40	\$ 20.57	\$ 24.35	\$ 25.98	\$ 29.77
6	\$ 16.56	\$ 18.77	\$ 20.98	\$ 24.84	\$ 26.50	\$ 30.36
7	\$ 16.89	\$ 19.14	\$ 21.40	\$ 25.34	\$ 27.03	\$ 30.97
8	\$ 17.23	\$ 19.53	\$ 21.83	\$ 25.85	\$ 27.57	\$ 31.59
9	\$ 17.57	\$ 19.92	\$ 22.26	\$ 26.36	\$ 28.12	\$ 32.22
10	\$ 17.93	\$ 20.32	\$ 22.71	\$26.89	\$ 28.68	\$ 32.87
11	\$ 18.28	\$ 20.72	\$ 23.16	\$ 27.43	\$ 29.26	\$ 33.52
12	\$18.65	\$ 21.14	\$ 23.62	\$ 27.98	\$ 29.84	\$ 34.19

May 1, 2025  
3%

Years of Service	Clerk	Specialist	Assistant	Associate	Coordinator	Librarian
1	\$ 15.91	\$ 18.04	\$ 20.16	\$ 23.87	\$ 25.46	\$ 29.17
2	\$ 16.23	\$ 18.40	\$ 20.56	\$ 24.35	\$ 25.97	\$ 29.76
3	\$ 16.56	\$ 18.76	\$ 20.97	\$ 24.83	\$ 26.49	\$ 30.35
4	\$ 16.89	\$ 19.14	\$ 21.39	\$ 25.33	\$ 27.02	\$ 30.96
5	\$ 17.23	\$ 19.52	\$ 21.82	\$ 25.84	\$ 27.56	\$ 31.58
6	\$ 17.57	\$ 19.91	\$ 22.26	\$ 26.35	\$ 28.11	\$ 32.21
7	\$ 17.92	\$ 20.31	\$ 22.70	\$ 26.88	\$ 28.67	\$ 32.86
8	\$ 18.28	\$ 20.72	\$ 23.15	\$ 27.42	\$ 29.25	\$ 33.51
9	\$ 18.65	\$ 21.13	\$ 23.62	\$ 27.97	\$ 29.83	\$ 34.18
10	\$ 19.02	\$ 21.55	\$ 24.09	\$ 28.53	\$ 30.43	\$ 34.87
11	\$ 19.40	\$ 21.98	\$ 24.57	\$ 29.10	\$ 31.04	\$ 35.56
12	\$ 19.79	\$ 22.42	\$ 25.06	\$ 29.68	\$ 31.66	\$ 36.28

\*\* In reference to the Pay Schedules, the following job titles are included within each wage schedule classification.

Clerk	Specialist	Assistant
<ul style="list-style-type: none"> <li>Collection Management Clerk</li> <li>Processing Clerk</li> <li>Custodian</li> </ul>	<ul style="list-style-type: none"> <li>Safety Monitor</li> <li>Acquisition Specialist</li> <li>Collection Specialist</li> </ul>	<ul style="list-style-type: none"> <li>Executive Assistant</li> <li>Customer Service Assistant (Home Delivery, Branch, Inventory/ILL)</li> <li>Facilities Assistant</li> <li>Outreach Assistant</li> </ul>
Associate	Coordinator	Librarian
<ul style="list-style-type: none"> <li>Reference &amp; Children's Services Associate</li> <li>Print &amp; Digital Media Associate</li> <li>IT Technician</li> </ul>	<ul style="list-style-type: none"> <li>Ed/Lit Staff</li> <li>Collections</li> <li>Purchasing</li> <li>Schools</li> <li>Teens</li> <li>Early Learning</li> <li>Programming</li> <li>Makerspace</li> </ul>	<ul style="list-style-type: none"> <li>Librarian</li> <li>Cataloger</li> </ul>