

COLLECTIVE BARGAINING AGREEMENT

by and between

**SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU) LOCAL
73**



AND

SKOKIE PUBLIC LIBRARY



May 1, 2023 THROUGH April 30, 2026

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**AGREEMENT FOR PERIOD
May 1, 2023 THROUGH April 30, 2026**

THIS AGREEMENT is made and entered into as of the 1st day of May, 2023, by and between

SKOKIE PUBLIC LIBRARY, hereinafter referred to as the "Employer" or "Library"

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 73, hereinafter referred to as the "Union" agree as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over hours, wages, and certain other conditions of employment. The bargaining unit shall consist of all employees in the following classifications:

Included: All employees employed by the Skokie Public Library in the following job titles: Access Services Assistant; Adult Program Coordinator; Acquisitions Assistant; Advisory Librarian; Advisory Specialist; Bookmobile Assistant I; Bookmobile Assistant II; Building Services Lead; Collection Development Librarian I; Collection Development Librarian II; Collection Development Specialist; Community Engagement Liaison; Community Engagement Librarian; Communications Coordinator; Custodian; Digital Collections Librarian; Graphic Designer; Experiential Learning Lead; Experiential Learning Specialist; Information and Research Librarian; Information Services Specialist; Information Technology Specialist; Lead Materials Handler; Librarian I; Librarian II; Maintenance Worker; Materials Handler; Materials Page; Patron Services Assistant; Patron Services Lead; Production Specialist/Photographer; Production Specialist Videographer; Program Assistant; Safety Officer; Senior Communications Strategist; Technical Services Lead; Teen Services Specialist; Teen Services Librarian; Volunteer and Accessibility Services Specialist; Youth and Family Program Coordinator; Youth Program Librarian I; Youth Services Librarian I; Youth Services Librarian II; Youth Services Specialist.

Excluded: All supervisory, managerial, and confidential employees of Skokie Public Library as defined by the Illinois Labor Relations Act.

ARTICLE 2 – UNION DUES CHECKOFF

Section 1. Maintenance of Check-Off

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and

federal law, including electronically recorded telephone calls and by submitting to the Union an online deduction authorization form. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the Employer after the close of the revocation period.

Section 2. Recognition of Web-Based and Electronically Recorded Sign-Ups

The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by any other means of indicating agreement allowable under state and federal law.

The parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee at least once quarterly.

Section 3. Indemnification

The Union agrees to indemnify and save the Library harmless against any claims, charges, demands, suits, or other forms of liability which may arise by reason of any action taken or omitted by the Union or the Library in complying with the provisions of the Dues Deduction Provision, as well as any other provision requiring the Employer to deduct money from the paycheck of any employee. The indemnification under this Section shall also include reimbursement for any legal fees or expenses incurred in connection therewith. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 4. Notice of Claims

The Library agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of the previous Section above.

ARTICLE 3 – NO DISCRIMINATION

The Employer and the Union shall not discriminate against any employee because of age, sex, marital status, sexual orientation, gender identity, race, color, religion, genetic information,

national origin, ancestry, citizenship status provided the individual is authorized to work in the United States, military status, military discharge status, parental status, pregnancy, childbirth, or related medical conditions, family status, order of protection status, physical or mental disability if otherwise able to perform the essential functions of the job with or without a reasonable accommodation, Union activity, and guarantee the "equal pay for equal work" policy as dictated by Federal Statutes. The Employer and Union agrees not to discriminate against membership or non-membership in the Union or to engage in unfair labor practices. It is the Employer's policy to encourage the employment of persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job. This contract shall not be interpreted in a manner which will cause discrimination against persons with disabilities. The Employer agrees to implement its rules and policies as they pertain to the Union in a fair and consistent manner.

The Employer is committed to a work environment that is safe and hazard free, one in which all individuals are treated with respect and dignity. Each individual has the right to work in an environment free from discrimination, harassment, and retaliation.

Political affiliation, preference or opinion will not influence an individual's employment, retention as an employee or promotion, or any other conduct of employment with the Library. Political activities, distribution of political materials or political discussions are not allowed during Library working hours.

ARTICLE 4 – UNION RIGHTS AND RESPONSIBILITIES

Section 1. Union Rights

Employees shall, after securing prior approval from their supervisor be allowed reasonable paid time during their regularly scheduled working hours to attend grievance investigations and hearings, labor/management meetings, and committee meetings, if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled to attend such meetings by virtue of being Union Stewards, witnesses, or grievants, and if such attendance does not substantially interfere with the Employer's operations. Employees released under this article shall be required to inform their supervisor when they leave their position and when they return to work immediately after the conclusion of the Union business except for de minimis matters totaling no more than a few minutes. Copies of the supervisor approval records for Union activity/business shall be available to the Union upon request but no more often than quarterly. Supervisor approval shall not be unreasonably denied.

Such authorized time-off shall not be detrimental in any way to the employee's record. Such authorized time-off within the time limits set forth in the article above shall not adversely affect the employee's seniority.

The Union shall advise the Director, or Designee of such meetings at least two (2) weeks in advance in order for a determination to be made as to whether it meets the Library's operational needs. In emergency situations, notice shall be given as soon as possible. The Union shall provide verification of attendance for these meetings, upon request.

When requested by a Union Steward or representative, the Employer shall provide, based upon availability, a private space for the Union steward or representative to meet with an employee for the purpose of administering this Agreement, when such space is needed. Upon request, management shall provide space for a Union Steward to put a Union furnished two-drawer vertical filing cabinet for the purpose of storing Union-related information.

The Employer will recognize Union Stewards where the Union, pursuant to Article 6, Section 7, gives notice to the Employer of the appointment of a Steward. Union Stewards may represent other employees in grievances and/or other matters during the Union Steward's regular hours of work without loss of pay.

Union Stewards must obtain permission from their immediate supervisor prior to leaving their work area to act in their Union capacity. Such permission shall not be unreasonably withheld. Stewards will provide reasonable prior notice to the supervisor of the area, personnel liaison, or designee before meeting with employee(s) or distributing literature or information.

At the request of an employee, a Steward may be present during any disciplinary meeting pursuant to Article 8, Section 4.

Section 2. Union Fair Representation

The Union recognizes its responsibility as bargaining agent, and agrees to fairly to represent all employees in the bargaining unit.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1. Management Rights

The Employer shall retain the sole right and authority to operate the affairs of the Employer and all departments for which Union members are present in all its various aspects including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as specifically limited or modified in this Agreement. Among the rights retained is the Employer right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control, and determine the operations or services to be conducted in all of its departments or by its employees; to assign and transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause, or release employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to subcontract work as deemed necessary; to make and enforce reasonable rules, policies and regulations; to change methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall be within the rights of the Employer so long as they do not directly conflict with any of the provisions of this Agreement. In addition to the foregoing rights, the Library retains all management rights as set forth in the common law and the Illinois Public Labor Relations Act.

All management rights enumerated above and all rights not specifically contracted away by the terms of this Agreement are retained solely by the Library. Management rights may not be impaired or modified by any future practice of the Library.

Section 2. Subcontracting

The Library shall have the right to determine what work and functions in the Library's business and operations, as well as in its facilities, departments, and areas, will be performed by outside contractors. If employees in the bargaining unit have their positions eliminated as a direct result of the utilization of contractors performing work routinely performed by bargaining unit employees, the Employer shall utilize the layoff procedure.

Work that is currently contracted out will continue to be contracted out without any further obligation by the Library. In the future when the Library decides to contract out work, if and only if the contract will displace or reduce the hours of bargaining unit employees, the Library will meet and confer with the Union at least 60 days prior to the signing of such contract. If it is anticipated that an outside contract will not displace or reduce the hours of bargaining unit employees, the Library will have no duty to meet with the Union.

ARTICLE 6 – UNION ACCESS AND COMMUNICATION

Section 1. New Hire Packets

The Employer and the Union agree that the Employer, through Human Resources, shall provide, on the first day of employment a Union New Hire Packet to all newly hired unit employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of local Union officers, representatives, and stewards, and new employee FAQs that explain this Agreement. The Union New Hire Packet will be furnished by the Union.

Section 2. Orientation

The employees' understanding of the CBA and the role of the Union in the employment setting are inherently important to the employment relationship. The Steward or Union Representative will meet with a new employee within the first two weeks of the employee's employment, or at a later mutually agreed date that does not impede normal operations. The Employer will allow a Union Steward to present up to a one (1) hour session to give an overview of the Union and its program. Employees designated by the Union to assist with this orientation shall be allowed to do so during their regularly-scheduled hours of work with no loss of pay.

The Employer and the Union agree that for the life of this Agreement, any and all representatives of the Employer shall be absent from the room during the Union portion of new employee orientation.

Section 3. Access Other than at Orientation Meetings

Officers and representatives of the Union, including stewards, will have access to the Library for the purpose of engaging in Union business. When Union representatives want to enter the Library for such purposes, they will make a request to Human Resources, or Director's Designee if Human Resources is not available, at least 48 hours in advance, and inform Human Resources, or Director's Designee if Human Resources is not available, with whom the Union representative is meeting. If approved by Human Resources, the Union representative will act in a fashion so as to

not disrupt operations. The term "Union Business" for the purposes of this article shall include meeting with a bargaining unit member; investigating grievances or potential grievances; meeting with management for any purpose; or posting or distributing notices or other information.

Use of the Skokie Public Library building may be granted for unit Union meetings if prearranged with and approved by the Library Director or Designee.

Section 4. Access to Employee Lists

With the transmission of union dues, the Employer will send the Union a list of all current employees, which shall include each employee's first and last name, job title, department, home address, telephone numbers (including personal phone numbers if on file), work email address, personal email address if available, date of birth, date of hire, pay grade, pay rate, and identification number (if any). The list will be provided in an available format and transmitted electronically. The Union will inform the Employer of the Union contact person to whom the list will be sent.

Section 5. Access to Employer-Provided Email and Online Communication Systems

The Employer agrees to provide to the Union, within thirty (30) days of ratification of this agreement, a complete list of all email addresses for bargaining unit members who currently have email accounts provided by the Employer and to update the list on a monthly basis. The updated list shall be provided electronically to the Union by the Employer on or before the first work day of each month. The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business. The Library retains the right to monitor email usage and content. The Union and employees should have no reasonable expectation of privacy using the Library email system.

In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this Agreement on its intranet page under Labor Relations.

Section 6. Union Steward Representation Activities

A Union Steward is a Library employee and member of the bargaining unit who is selected to represent employees when a Union representative is not present or available. The Union may designate Union stewards who shall be granted reasonable time during working hours to conduct Union representation activities without loss of pay. The Union may appoint up to eight (8) Union Stewards and two (2) alternates (who will not be compensated). Stewards who perform Union work/activities or represent employees outside of the Stewards' regularly scheduled work hours will not be paid for the additional time performing Union work/activities. A list of Union representation activities includes adjusting disputes, observing and investigating work site complaints, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including pre-disciplinary meetings, investigating and processing grievances, up to and including arbitration, and labor-management meetings with the Employer, posting or distributing notices or information. The Union will provide the Library Director with a list of Stewards and alternates, and notify the Library Director of any changes in the steward list.

Up to six (6) designated stewards shall be allowed to attend one (1) SEIU Local 73 steward's meeting per quarter year during their regular hours of work. The time away from work *will be* unpaid *and* shall not exceed three (3) hours.

Supervisors will not perform bargaining unit work on a regular basis, but supervisors are allowed to assist bargaining unit employees in their work and occasionally perform such work on a non-regular basis. The Library shall not use employees identified as supervisors to permanently replace or reduce the work regularly performed by bargaining unit employees.

Section 7. Union Bulletin Board

The Employer shall provide a bulletin board for use by the Union readily accessible to all bargaining unit employees. The Union may post material on the bulletin board for any legitimate Union purpose, but not for any political activities.

ARTICLE 7 – SAFETY, HEALTH & LABOR – MANAGEMENT COMMUNICATIONS

Section 1. Safety and Health in the Workplace

Health and Safety committee shall be established. The committee shall be composed of no more than six (6) members, no more than three (3) to be appointed by the Employer and no more than three (3) to be appointed by the Union. The Employer and the Union shall each appoint a chairperson from their appointees. The chair of the committee shall rotate, by meeting, between the two (2) appointed chairs. The committee shall meet at least twice per year to review and discuss:

- a) equipment, procedures, ergonomic work environment issues;
- b) new developments in workplace technology safety concerns;
- c) other relevant matters in an effort to make certain that the office is as safe and healthy as possible while taking into account fiscal constraints.

Within thirty (30) days of each meeting, management shall provide a report summarizing issues discussed and measures agreed upon by the committee to address the items discussed. Five (5) working days prior to each meeting, both parties will submit items that they want to be discussed.

The Union may direct a health and/or safety issue concern to the committee for discussion. The purpose of a committee shall be to determine if there is the existence of an unsafe or unhealthy working condition and, if so, to make reasonable recommendations for solution(s). Those recommendations shall be in writing. The Employer shall make good faith efforts to correct the problem within a reasonable amount of time. Good faith efforts may include the inclusion of necessary monies in the budget for the next available fiscal year.

Whenever a very clear and urgent danger exists to an employee and requires immediate attention, the Union may take it directly to the Director, Designee. The Union shall notify the Director or Designee and provide reasonable opportunity to respond prior to taking issues to outside agencies.

The Employer shall endeavor to provide prompt repair and service to mechanical equipment used by employees in the course of their normal work duties when the failure to repair or service presents a clear and urgent danger to the employee.

Protective equipment shall be provided by the Employer when it is deemed necessary by the Federal government, the state, or other health and safety agencies. The Employer shall also provide all of the protective gear that is absolutely required to do the job.

The Employer shall provide "break areas" away from the public for all employees. These rooms shall be in areas within reasonable access to the employees' assigned work areas and shall contain adequate furniture including a table and chairs.

The Employer shall provide employees with lockers, a file cabinet, an office, a desk drawer or some other locked space into which personal as well as business-related items can be stored.

The Employer shall take reasonable precautions to ensure the personal safety of all employees when they are working or when they are on the Employer's premises.

Section 2. Drug and Alcohol Testing

- a) The Employer will conduct drug and/or alcohol testing under one of the following circumstances:
 - (i) Reasonable Suspicion Testing – The Employer may ask an employee to submit to a drug and/or alcohol test at any time a supervisor reasonably suspects that the employee may be under the influence of drugs or alcohol while they are working.
 - (ii) Return to Duty and Follow up Testing – Employees who have tested positive or violated the policy and were not terminated or are reinstated are subject to testing prior to being returned to duty. Follow up testing at times and frequencies determined by the employer may also be required up to two (2) years.

The above types of testing will be conducted in accordance with DOT rules and regulations, where applicable.

No employee will be subject to discipline for violation of Drug or Alcohol policy unless one of the two types of testing is conducted. A refusal to test is considered a failure. Employees who believe they have a drug or alcohol problem will be referred to an EAP program and not tested so long as the employee reports the problem to Human Resources prior to any circumstances giving rise to the testing stated above. Employees who test positive may be terminated or may be subject to a positive completion of a drug and/or alcohol program and subject to random testing for two years. A second offence within the two (2) years will be automatic termination.

- b) CDL Employees

The Employer follows the applicable state and federal law relating to drug and alcohol testing of employees whose job duties require a commercial driver's license (CDL) including pre-employment, post-accident, random, and reasonable suspicion testing.

Section 3. Labor – Management Meetings

The Director and department director(s) and/or their designee(s) will meet and discuss with the Union any issues that are directly relevant to provisions of this Agreement or other conditions of employment. Management shall not be required to discuss those issues which are inherently management decisions and/or policies. Such discussions shall not preclude the Employer from implementing such changes.

Labor - Management meetings may be requested by either party to the other by submitting a written agenda at least ten (10) days prior to the date of the proposed meeting.

The Union may not have more than three (3) shop stewards/employees (without loss of pay) in attendance along with a Union representative at such meetings. Management may not have more than four (4) members present.

Meetings requested and scheduled under this provision shall occur no more often than once a calendar quarter unless a clearly definable emergency requires scheduling more often.

Section 4. Review of Personnel File

Employees, with prior notice to their supervisor if during working hours, and/or their authorized Union representative, with written authorization by the employee, shall have the right to review the contents of their official personnel file kept in the Department of Personnel. Such review shall be made during regularly scheduled hours of work, and after giving reasonable prior notice to the Director of Personnel or his/her/their designee. An employee may have copies of all or part of his/her/their official personnel file.

Section 5. Notification of Requests for 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 c-5 of 5 ILCS Section 315/6 as described above, excluding a request from the exclusive bargaining representative of the employee, the employer must provide a written copy of the request, or a written summary of any oral request, to the exclusive bargaining representative of the employee. The employer must also provide a copy of any response it has made within 5 business days of sending the response to any request.

ARTICLE 8 - DISCIPLINE

Section 1. General

The Employer generally agrees with the tenets of progressive corrective discipline. However, the Employer retains the right to issue discipline in accordance with the severity of the rule or policy violation, even if not in progressive order. Disciplinary action may be imposed upon an employee only for just cause. Such actions shall be done in accordance with the policies and rules of the Employer. If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before the other employees or the public and shall be done in a timely fashion.

Section 2. Complaints by the Public

Employees who dispute an allegation made by a member of the public or patron of the Library shall have the right to present voluntary witnesses or written statements on their behalf prior to any discipline which is the direct result of the allegation. As part of the investigation of such allegations by the public, the employee will be notified and given an opportunity to write a statement, and the employee's written statement, if any, shall be considered prior to final disciplinary action being imposed.

Section 3. Levels of Discipline

The seriousness of a given offense shall determine the appropriate disciplinary action or measures, that need not be progressive, but may include the following steps:

- a) written warning I
- b) written warning II
- c) suspensions
- d) discharge (notice to be given in writing)

Warnings shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning.

Section 4. Union Representation at Investigatory Meetings

An employee shall be entitled to the presence of a Union Representative or Steward upon request. If a Union representative or Steward is not immediately available, the investigatory meeting may be postponed up to twenty-four (24) hours in order to have a Union representative or Steward in attendance at the investigatory meeting by an individual who is acting in his/her/their official capacity and is not in the direct chain of command within the department of employ. However, if the reason for the investigation would cause a safety concern or disruption in the workplace by allowing the member to remain at work during the delay, the employee may be temporarily suspended without pay during such 24-hour delay. The employee must request the Union representative or Steward and have sufficient and objective grounds to believe that the investigatory meeting may be used to support disciplinary action against him/her/them. However, failure to exercise this right shall in no way invalidate any statement made by the employee to the investigating individual. When possible, the employee will be given notice prior to any investigatory meeting. The Library will inform the employee of the allegations giving rise to the

investigatory meeting in a brief written description of issues to be discussed, which will not in any way limit the scope of discipline that may ultimately be issued to the employee. The Library will allow adequate time before the investigatory meeting for the employee to meet about the allegations with the Union Steward/Representative upon the employee's request. The employee may consult with the Union Steward/Representative during the investigatory meeting for clarification. The Union Steward/Representative shall not tell the employee how to answer the question. At the meeting, the employee will not be compelled to testify or give evidence against one's self with regard to any information which will be used in a criminal proceeding only, but must answer questions that pertain to the employee's work performance and/or behavior while working.

Section 5. Removal of Oral and/or Written Warnings

Any notations of oral or written warnings imposed for tardiness or absenteeism shall be removed from an employee's official record if, from the date of the last warning, one (1) year passes without the employee receiving an additional warning or discipline for any offense. Any notations of oral or written warnings for other causes shall be removed from the employee's record based on the above criteria after two (2) years. Any removals shall only be done at the written request of the employee. Any verbal or written warning which could have been removed pursuant to the guidelines above yet remaining in an employee's file shall not be used for continued progressive discipline.

Section 6. Suspension and Discharge

In the event of a suspension or discharge, the Employer, upon issuance of a disciplinary action, shall as soon as reasonably possible furnish the employee and Union, in writing, with a clear and concise statement of the reasons therefore. When the employee is given notice of the proposed suspension or discharge, the Union will also be provided notice. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension, pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. It is understood that proposed suspensions or proposed discharges are not grievable; discharges and suspensions become grievable only if and when the Employer makes them final.

In cases of discharge, an employee may request in writing and shall be granted a conference prior to the effective date of the discharge with an Employer representative. The employee, at his/her/their request, may have a Union representative present. All facts, evidence, and witness testimony shall be furnished to the Union at the outset of the conference.

The purpose of the conference shall be limited to the presentation by management of the specific reasons for the discipline to be imposed, including any non-confidential documentation for the discipline, and any rebuttal or clarification of the facts, and/or mitigating evidence by the Employee.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 1. General Purpose

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this Agreement and the Employer. Any employee that is within the bargaining unit must use the following grievance procedure unless the Union specifically waives its right to represent the employee. Therefore, the parties agree that they shall use the procedures set forth in this article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms or provisions of this Agreement. All records related to a grievance shall be filed separately from the personnel files of the participant. No reprisals shall be taken by the Employer against any employee because of his/her/their participation in a grievance.

Section 2. Definition and Content of Grievance

A grievance is an allegation placed in writing by the Union for any employee covered under this Agreement or the Union in behalf of at least one aggrieved employee in the unit, who, pursuant to the terms of this Agreement seeks resolution for a grievance, that any provision or term of this Agreement has been violated by the Employer. The written grievance shall contain the article and section of this Agreement alleged to have been violated and all of the known details such as date of violation, alleged facts pertinent to the situation, remedy sought or relief requested, names of involved persons or witnesses, date of first level grievance, and the signature of at least one aggrieved employee. Grievances must be in writing on a form agreed to by both the Union and the Employer.

Section 3. Time Limits

If the employee or the Union fails to pursue, or initiate the grievance within the prescribed time limits, the grievance shall automatically be forfeited.

If the Employer fails to respond within the prescribed time limits, the grievance will automatically proceed to the next step.

It is the intention of the parties to strictly and absolutely enforce the time limits in this article. The prescribed time limits may only be extended by mutual consent of the Union and the Employer.

Section 4. Delivery of the Grievance

The grievance shall be presented to management in two (2) ways:

1. Emailed to the designated Employer representative;
2. Hand delivered to the designated Employer at the appropriate step; the Employer will sign for receipt and date stamp on the document. The Employer will provide a copy to the Union upon presentation.

Section 5. Grievance Steps

Step 1: Within eight (8) calendar days of his/her/their knowledge of an alleged violation, an employee/ Union representative shall present the grievance to his/her/their Department Manager in writing on the prescribed form. The Department Manager shall, within ten (10) calendar days of receipt of the grievance, meet with the grievant and Union representative and attempt to resolve the grievance. If the manager's/administrator's response at the meeting is unsatisfactory, then the grievance may be moved to Step 2.

Step 2: If there is not a satisfactory adjustment of the matter at Step 1, or if the Department Manager fails to respond within the specified time, the grievance shall be presented to the Human Resources Manager or Designee by the grievant or the Union and normally at least one aggrieved employee. Said grievance shall be submitted within ten (10) calendar days of the designated Department Manager's reply at Step 1, or in the absence of such reply, within ten (10) calendar days of the date the reply was due. Within ten (10) working days of receipt of the grievance, a meeting (in person or video conference) will be conducted with the grievant, the Union Representative, and the Human Resources Manager or Designee to attempt to resolve the grievance.

Step 3: If the matter is not satisfactorily adjusted at Step 2, or the Human Resources Manager or Designee does not respond within ten (10) calendar days of his/her/their notification, the Union may submit a written request for a review to the Library Director or Designee. Such request shall be filed within ten (10) calendar days of the receipt of the Step 2 decision, or in the absence of such reply, within ten (10) working days of the date the reply was due. Within ten (10) calendar days of the Union's request to move the grievance to the third (3rd) step, the Library Director or Designee, shall meet with the grievant and the Union representative to discuss the grievance and reach an amicable settlement if possible. The Library Director or Designee will make his/her/their final decision within ten (10) calendar days after the meeting. The Director shall note his/her/their final decision and disposition of the grievance by submitting a signed copy thereof to the grievant, to the Union, and to other parties thereto.

Section 6. Arbitration Procedure

In the event that a grievance has not been satisfactorily resolved at Step 3 of the grievance procedure, the Union shall, within thirty (30) calendar days of the response from the Director, request arbitration. Upon such request by the Union, the parties shall, within sixty (60) calendar days, select an arbitrator from the list below. If the first selected arbitrator is not available, the parties shall go to the second; if the second is not available, the third, etc. If no consensus can be reached, then the parties will select an arbiter by striking names from the list. The first strike will be determined by a coin toss and the last remaining arbiter shall be the selection. The list of arbitrators shall be:

Peter Feuille
Matthew Finkin
Elliot Goldstein
Amedeo Greco
Jacalyn J. Zimmerman
Edwin Benn
Dan Nielsen

The parties shall, within ten (10) calendar days of selection of the arbitrator, contact the arbitrator to secure a mutually agreeable date for the arbitration. Either party may, with notice to the other party, remove one name from the list at will. The parties will then meet and agree to a name to be placed upon the list.

At least fourteen (14) calendar days prior to a scheduled arbitration, the Union representative and an Employer representative shall meet and confer and shall attempt to agree to the following: a written statement of the grievance including articles and sections of this Agreement alleged to have been violated and specific relief requested by the Union; facts that can be stipulated; disputed facts; and lists of potential witnesses.

Section 7. Arbitrator Authority

The arbitrator shall only have authority to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from, or in any way alter the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.

Section 8. Costs of Arbitration

The losing party shall pay the costs of the arbitrator. There will be no transcript unless all three parties, the arbitrator, the Union, and the Employer, agree to have the hearing transcribed in which case the Union and the Employer shall share the cost equally. If only one party wants the proceeding transcribed, that party shall pay the cost of the reporter and the arbitrator's copy of the transcript, but the other party shall bear the cost of its transcript if it wants one. No written warning shall ever be taken to arbitration provided that there is a third-level grievance hearing.

Section 9. Arbitration Hearing Procedures

Location of Hearings shall be agreed upon by both parties. In arbitration or grievance hearings, witnesses may be called only as necessary to present a clear and concise picture of the case for the Hearing Officer. Employee-witnesses shall be allowed to testify without loss of pay. Disagreements over the presence of a witness will be settled by the arbitrator. The grievant(s) shall have the right to be present during the entire proceeding along with Union staff representatives and an attorney for the Union.

ARTICLE 10 – HOURS OF WORK

Section 1.

The Employer agrees to notify the employees with their schedule of work shifts in thirty (30) calendar days in advance, unless demonstrable needs and/or emergencies prevent such notification. In such cases, the Employer will notify the employees as soon as possible, but prior to the change. Employees should provide as much notice for schedule changes as possible.

The regular workweek begins at 12:01 a.m. Monday and ends at midnight the following Sunday. The normal workday shall generally consist of consecutive hours and may be interrupted by a meal period.

Section 2.

The full-time workweek is defined as thirty-seven and one-half (37.5) hours or more exclusive of non-paid meal periods. The part-time workweek is defined as regularly scheduled to work fewer than thirty-seven and one-half (37.5) hours exclusive of nonpaid meal periods. All Employees shall be paid for attending all mandatory meetings.

Section 3.

For workdays of seven and one-half (7.5) hours or more, employees shall be entitled to two (2) rest periods of fifteen (15) minutes, with one occurring during the first half of the work day and one during the second half of the workday, and an unpaid meal period. For workdays between three (3) and five (5) hours, the employee shall be entitled to one (1) rest period of fifteen (15) minutes. For employee working more than five (5), but less than 7.5 hours in a workday the employee shall receive one twenty (20) minute paid break. The supervisor will schedule the employee's break period(s) in advance with input from the employee. If an employee's break period is delayed due to operational needs, the employee will be allowed to take the break when the operational need is finished. Breaks may not be saved for use at the end of the workday nor added to meal breaks to extend the break. If an employee does not use a rest break during a workday, the unused time is not cumulative, does not accrue, and may not be used after that workday.

Section 4.

Non-exempt employees are required to take a 30- or 60-minute unpaid meal period when they are scheduled to work 7.5 consecutive hours or more in a single day. Meal periods must begin no later than 5 hours after the start of the work period and are unpaid. Meal times shall be scheduled by the supervisor. If an employee does not use a meal period during a regular work day, the unused time is not cumulative, does not accrue, and may not be used after that workday. Nonexempt employees may not work through their meal break without recording the time as worked. Time worked must be compensated.

Section 5.

Employees are encouraged to leave their assigned work areas during rest periods and lunch periods. Based upon the operating needs of the department or work unit, employee breaks may vary from the above schedule but will not be less than that described above.

ARTICLE 11 - OVERTIME

Section 1. Definition of Overtime

Overtime is defined as work performed by a non-exempt employee over 40 hours worked in any work week. The Employer will determine if and when overtime is necessary to complete any task(s). Paid and/or unpaid time off by the employee will not count as hours worked for purposes of overtime.

Section 2. Overtime Assignment Procedure

- a) Overtime shall be distributed by the supervisor or manager to qualified employees who normally perform the work in the position classification in which the overtime is needed. If overtime is offered to employees, it shall first be offered to volunteers among qualified employees. The Employer shall endeavor to offer any available overtime as equally as possible to employees qualified to perform such overtime.
- b) If overtime work is necessary, and sufficient numbers of volunteers are not available to perform the work, mandated overtime will then be assigned by reverse seniority to qualified employees. The least senior qualified employee who has not been previously directed by the Employer to work overtime in the past ninety (90) days shall be directed to work the hours until all employees have been required to work overtime within the past 90 days. At this time the process shall repeat itself. Employees who fail to work overtime as assigned may be subject to appropriate discipline, up to and including suspension or discharge for insubordination.
- c) Employees shall be given the maximum reasonable notice possible prior to the start of the overtime.
- d) An employee who is offered, but not assigned, an overtime assignment and declines it shall be deemed to have worked the hours assigned for the purposes of attempting to offer equal opportunities for working overtime.

Section 3. General Provisions

- a) The provisions of this article shall not prevent the Employer from requiring employees who are engaged in performing a particular task or project or servicing a member of the public or other individual, from continuing to do so on an overtime basis as needed.
- b) In the event an employee has worked beyond their scheduled shift due to circumstances beyond their control; for example, helping a patron, finishing a task that their supervisor has instructed must be completed by the end of the workday, or when their supervisor has asked the employee to work beyond their regular shift, etc. the supervisor must be informed of the occurrence as soon as the occurrence is ended, after which the employee will promptly punch out.
- c) All overtime earned will be paid or flexed at time-and-a-half. If a full-time non-exempt employee works a rotational weekend day, the employee will be scheduled an additional day off within the same workweek. If a full-time exempt employee works a rotational weekend day, the employee will be scheduled an additional day off within the same workweek or the following workweek.

Section 4. Call-in

If an employee is contacted and required to work by their appropriate supervisor, only time worked (time worked is defined as the time of the start of the work to the logical conclusion of the work or resolution of the problem) outside the normally scheduled work hours shall be considered compensable hours. If an employee is required physically to report in person to the Library, or a location other than their home as assigned by the Library, to perform work, they shall be

compensated for a minimum of one (1) hour. If the problem can be solved over the telephone, each telephone call for a particular problem shall be compensated for a minimum of fifteen (15) minutes. Time spent by the employee scheduling their own work or schedule via phone call, text, email or any other form of communication, shall not be counted as time worked.

ARTICLE 12 - RECRUITMENT, SELECTION AND APPOINTMENTS/FILLING OF VACANCIES

Section 1. Equal Opportunity Employer

The Employer agrees it is an Equal Opportunity Employer and does not discriminate against any applicant based on any unlawful reason. Eligibility for employment shall be based upon the competencies, skills and abilities necessary to fulfill the requirements of any posted position.

Section 2. Filling of Vacancies

Vacant positions in the bargaining unit that the Employer decides to fill shall be posted internally for five (5) working days to allow current employees (internal candidates) to apply for the open position. Internal candidate(s) who apply for the vacant position and appear to meet the minimum qualifications for the position as outlined in the job posting shall be interviewed. If the Employer decides to fill the position, and determines that an internal candidate is sufficiently qualified, the most sufficiently qualified internal applicant will receive a job offer. If no internal applications are received, or no internal applicants are sufficiently qualified for the position, then the position will be advertised externally. Internal candidates who did not receive a job offer will, upon their request, receive specific information from the Library regarding why they were not offered the position. At the completion of the selection process, the Union may request and receive a list of all internal applicants for a position.

Section 3. Development Opportunities

Internal candidates that do not receive a formal offer or employees interested in future growth in the organization may be provided an opportunity to develop additional skills and experience through a professional development plan if possible and at the discretion of Human Resources. This may include attending training courses and educational opportunities, mentorship, or job shadowing (at the candidate's existing pay rate).

Section 4. Probationary Periods

Probationary periods for new external hires shall be ninety (90) calendar days. At any time during the probationary period the probationary employee can be dismissed for any lawful reason, and shall not have any access to, or recourse through the Grievance Procedure.

ARTICLE 13 – NO STRIKE, NO LOCKOUT

Section 1. No Strike

During the term of this Agreement, the Union expressly waives any right to strike.

Section 2. No Instigation and Discharge of Violators

Neither the Union nor any officers, agents, stewards or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, hand-billing, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Library, 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 Library.

In the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its Constitution, By-laws or otherwise.

Section 3. No Lockout

The Library will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 4. Grievances Limited to Engagement in Prohibited Conduct

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of this Article is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 5. Judicial Relief

The parties agree that the Library has the right to obtain, to the extent provided by law, judicial relief in the event employees covered by this Agreement and/or the Union violates this Article and that nothing contained herein shall be construed to preclude the Library of exercising such right.

ARTICLE 14 – PAID AND UNPAID LEAVES OF ABSENCE

Section 1. Holidays

a) The Employer shall observe the following Holidays:

January 1	New Year's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
December 24	Christmas Eve
December 25	Christmas Day

- b) The Library may be closed on Easter Sunday. This is not a paid holiday. If the Library is closed on Easter Sunday, full-time employees normally scheduled to work on Sundays can arrange to work another day in the same week or use vacation or a personal day to receive pay. Part-time employees normally scheduled on Sundays, when the Library is closed for Easter can arrange with the supervisor to make up the time.
- c) On holidays listed in Section 1 above, or any other paid holiday as designated by the Library Board, full-time non-exempt employees will be paid for the hours they would normally be scheduled to work (up to a maximum of 7.5 hours). If a full-time employee, regardless of FLSA exempt status, is not scheduled to work on a holiday, the employee will submit their preference for another day off within the two (2) adjoining pay periods. The Library will endeavor to grant the request of the employee, or if operational needs do not allow granting such request, employee will select another excused day off until a mutually accepted date is agreed to within the two adjoining pay periods of the holiday for the employee to be off. If no date can be mutually agreed upon, the Library will assign the employee a day off.
- d) All Part-time employees who are regularly scheduled to work on a holiday will receive the paid holiday at the number of hours they were scheduled to work.

Section 2. Sick Leave

- a) Sick leave is intended to provide employees time off with pay for days lost because of a personal illness, mental health day, or a doctor's appointment. Employees may also take such leaves of absence due to the illness, injury, or medical appointment of a child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandparent, grandchild, or stepparent. A child is defined as an employee's son or daughter who is a biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis.
- b) Full-time employees will receive one (1) sick day per month at the rate of one day equaling 7.5 hours of pay. Full-time employees will receive such sick time in the form of a grant, receiving six (6) days on the first payroll date in January of each year, and a second grant of six (6) sick days on the first payroll date in July of each year.
- c) All Part-time employees (employees scheduled to work less than 37.5 hours per week) will receive two (2) weeks of sick time per year with pay. The term "week" applies to the regular workweek schedule for which the employee was hired to work. Half of the sick time will be granted on the first payroll period in January of each year, and half of the sick time will be granted on the first payroll in July of each year. When the employee's schedule increases, the next sick pay grant will be based on the increase in scheduled hours.
- d) The Library may require an employee to provide medical verification or administratively acceptable evidence upon the employee's request for sick leave benefits or return from sick leave of more than five consecutive days or if the Library determines that the employee is abusing sick time. The Library may also require an employee returning from a long-term (more than two weeks) sick leave to undergo a medical examination to determine their ability to perform the essential functions of their position. Any employee receiving compensation under

the Worker's Compensation Law is not eligible for sick pay benefits for the same incident or absence.

Sick time abuse includes, but is not limited to the following examples: calling off sick on a day that was requested as benefit time, but not approved; a pattern of using sick time on the same days of the week; using sick time before or after a weekend; using sick time before or after a holiday, vacation or other paid time off work; and/or any other pattern of abuse, as determined by the Library.

Section 3. Vacation

- a) Full-time and part-time employees who are regularly scheduled to work at least 20 hours per week accrue paid vacation. Employees who are scheduled to work between 20 and 37.5 hours per week accrue paid vacation each month on a prorated basis of 1/12th of the annual vacation allowance for which the employee is eligible. The employee's annual allowance is based on the number of continuous years of service, employment status, and regularly scheduled work hours. A reduction of the annual vacation allowance may occur as a result of a change in employment status or leave of absence. In the first year of employment, vacation begins accruing on the first of the month following the employee's start date.
- b) After the initial year of employment, employees can borrow and use vacation time that would otherwise accrue during that current year of service. Under no circumstances can employees borrow against vacation days that would accrue during their next year of service. For example, a full-time FLSA exempt employee commencing their second year of service could, at the time of their anniversary date, borrow and use up to four weeks of vacation during their second year of employment.
- c) Annual vacation allowance:
 1. Full-time FLSA exempt employees receive:
 - Four (4) weeks annually
 2. Full-time FLSA nonexempt employees receive:
 - Two (2) weeks annually in the first year of service
 - Three (3) weeks annually after completing five years of service
 - Four (4) weeks annually after completing 10 years of service
 3. Part-time FLSA exempt employees who are scheduled to work between 20 and 37.5 hours per week receive:
 - Two (2) weeks annually
 4. Part-time FLSA nonexempt employees who are scheduled to work between 20 and 37.5 hours per week receive:
 - One (1) week annually in the first year of service
 - Two (2) weeks annually after completing 10 years of service

In all cases, the term "week" applies to the regular workweek schedule for which the

employee was hired and scheduled to work.

- d) In addition to paid vacation time (if any), up to two (2) weeks unpaid vacation may be taken with the approval of the supervisor as long as it does not affect the operations of the Library. The term “week” applies to the regular workweek schedule for which the employee was hired to work. If an employee has vacation time available, it must be used before time off without pay may be requested.
- e) The vacation period extends from the employee’s anniversary date of employment (or anniversary date of the commencement of benefit eligibility status) to the day before the anniversary date in the following year. Vacation time is not cumulative (i.e., unused vacation time does not accumulate from vacation period to vacation period). Vacation time not taken by the end of the vacation period is lost; vacation time cannot be carried over into the next vacation period.

Employees may submit a request to carry over up to one-week of vacation. Approval of such requests shall be in the sole discretion of the Director/Designee.

- f) All vacation requests, except in the case of an emergency, must be submitted at least one week in advance online via the timecard system and approved by the supervisor. For employees who request vacation at least 30 days in advance, such requests will not be automatically granted, but will be granted or denied by the supervisor/manager or, if they are not available, the Director or their Designee no later than seven (7) calendar days after submission. If a vacation request made at least 30 days in advance is granted by the supervisor or manager, the Library will honor the granted vacation time and adjust the employee’s schedule. In the event that a supervisor or manager is considering a vacation request for the same time off, Full-time employees with the greatest length of service in each department will be given preference in scheduling vacation time. To ensure effective operations, the Library reserves the right to limit the number of employees on vacation at any one time, and to decide length of vacation periods. Granting vacation requests will depend on the operational needs of the Library.
- g) Employees will not accrue vacation time during unpaid leaves of absence, except for approved FMLA or ADA leaves of absence.
- h) Payment for accrued but unused vacation will be made to employees who terminate employment from the Library.

Section 4. Personal Days

After six (6) months of employment, or on the six (6) month anniversary of the commencement of full-time status, full-time employees shall be granted a half (1/2) personal day each month for use within the remainder of that calendar year.

All personal days must be used within the calendar year they are earned, with only the limited exception listed below.

Personal days should be used for matters that cannot be dealt with or scheduled during non-working hours. No more than two (2) personal days may be taken consecutively (except in cases of use with bereavement).

All personal day requests, except in the case of emergency, must be submitted at least one week in advance online via the timecard system and approved by the supervisor. To ensure effective operations, the Library reserves the right to refuse a personal day request.

Personal days are not cumulative from year to year. However, an employee may carryover one-half (1/2) unused Personal Day to the following calendar year. There will be no payment for unused personal days upon termination of the employee.

Personal days will not be granted during an unpaid leave of absence except approved FMLA or ADA leaves of absence.

Section 5. Bereavement Leave

Paid bereavement leave shall be granted to full-time and part-time employees. Up to five (5) days, with a day being defined as the number of daily hours an employee is normally scheduled to work, is allowed for the death of an employee's "immediate family member" defined as:

father, father-in-law, mother, mother-in-law, step-parent, sibling, spouse/partner, child, great grandparents, grand parent, domestic partner, or member of the household for whose care the employee is financially responsible.

A child is defined as an employee's son or daughter who is a biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis.

One (1) day paid leave to attend the funeral of a close relative not in the immediate family, with a day being defined as the number of daily hours an employee is normally scheduled to work. A maximum of four (4) hours' time with pay is allowed for attending funeral services of friends.

Additional time may be granted, employee will utilize vacation or personal days or unpaid time if no paid time is available. Supervisor approval must be granted for additional time.

For the loss of a child, the Illinois Mandated Unpaid Child Bereavement Leave Act could apply.

Section 6. Unpaid Leave of Absence

Unpaid Leaves. An employee who has exhausted all paid leave, and does not qualify for Family and Medical Leave, or has family obligations that require the employee's attention, may request, in writing, an unpaid leave of absence from the Director. The Director/Designee shall have the authority to consider a request for a leave of absence without pay for a period not to exceed two (2) weeks to a bargaining unit employee who applies for such leave for good and sufficient cause. Whether or not to grant such unpaid leave of absence shall be in the sole discretion of the Director/Designee. An employee may request additional leave in intervals of up to two (2) weeks at a time. The Director in his sole discretion may grant additional leave of absence requests not to

exceed a total leave of six (6) weeks. Such period of absence shall not be considered a break in service insofar as seniority is concerned.

Failure to Return from Leave. An employee who exceeds the limit of the approved leave of absence without receiving the permission of the Director/Designee for an extension of the leave of absence, shall be subject to disciplinary action and/or termination of employment.

ARTICLE 15 –INSURANCE, EMPLOYEE ASSISTANCE (EAP) AND RETIREMENT

Section 1. Health Insurance

- a) The Library will continue to participate in a consortium with other libraries in the Library Insurance Management and Risk Control Combination (LIMRiCC) to gain access to quality health insurance plans. The Library will provide comprehensive group Medical, Dental and Vision coverage options and at least two (2) plan options administered by a major health insurance carrier(s). The Library will endeavor to provide employees with choices of health care options among the following: (a) a preferred provider organization (PPO) option, (b) a health maintenance organization (HMO) option, and (c) a health savings account (HSA) option in conjunction with one of the high-deductible PPO plans. Such plan options offered by the Library will be fully described in summary plan description booklets, provided to the Library from the carrier(s) chosen to provide coverage.
- b) If, during the term of this contract, the employee portion of health coverage increases by more than 18% per year, for each year of the Agreement, then the Library and the Union shall reopen health insurance cost and wage negotiations for that year and subsequent years. The Employer contribution to HSA accounts shall not be reduced unless health insurance cost and wage negotiations reopen, and such a reduction is the result of such negotiations.
- c) The Library may change plans and/or carriers based on what is negotiated by LIMRiCC in order to provide employees with plan options. The cost of health insurance coverage will be divided among the Library and the employee based on the cost of the plan coverage, the type of coverage and the tier of coverage chosen by the employee. The Library will inform employees of the carrier, available plans and the shared cost for employees annually. The employee portion of the cost set by the Library will be the same as the cost schedule for all other Library employees. The Library will also offer employees optional dental and vision insurance coverage with the cost to be shared between the employee and the Library by rates set by the Library for all eligible employees.
- d) Employees who are scheduled to work at least thirty (30) hours per week are eligible to participate in health, dental and vision insurance coverage. Employees working between twenty (20) and thirty (30) hours per week become eligible to participate in optional dental and vision coverage only, and eligibility begins after one (1) year of employment of at least twenty (20) hours worked per week in the position.

- e) All benefits end the last day of the month following an employee's termination date. The continuation of medical or dental coverage for those eligible will be mailed to the employee's last known mailing address.

Section 2. Employee Assistance Program (EAP)

An Employee Assistance Program (EAP) is a confidential service provided by the Employer. Access to the EAP Program will be provided to all employees, some services provided at no cost to employees to help employees and their family members with personal or professional difficulties before they become a crisis situation. However, the cost of some services through the EAP Program may cost the employee or be charged to the employee's health insurance choice, if the employee is eligible for health insurance. EAP will inform employees before the employee is charged for any service.

Section 3. Life Insurance

All eligible employees working at least 30 hours per week receive life insurance coverage, which is free to the employee, with the premium paid by the Library. This coverage begins the first of the month after date of hire or eligibility. This group term life insurance coverage is the employee's annual salary up to a maximum of \$50,000. These life insurance amounts are subject to change based on the amounts obtained by the insurance consortium to which the Library is a member. Additional life insurance through the Illinois Municipal Retirement Fund or the carrier may be available at the employee's expense.

Section 4. Illinois Municipal Retirement Fund (IMRF)

All employees working more than 1,000 hours per year are required to participate, and will be required to pay their portion of the contribution through payroll deductions, into IMRF. The Library is also required to make a contribution for each participating employee.

ARTICLE 16 – WAGES AND RATE ADJUSTMENTS

a) Wage Increases and Rate Adjustments

1. Retroactive increases

3% retroactive increase from 7/14/21 to 4/30/22

3% retroactive increase from 5/1/22 to 4/30/23

- (i) These increases will apply even to employees who have reached the top of their pay range.
- (ii) To be paid in Lump Sum to all eligible bargaining unit employees.
- (iii) Eligibility requirement that the employee must have been continuously employed from their latest date of hire, by Skokie Public Library up to and including the time of ratification of this Agreement.
- (iv) All retroactive increases prorated to the amount of time worked during these periods by each employee.
- (v) If ratification occurs prior to 4/30/23, employees will be paid the rate that the retroactive increases set for each employee up until 4/30/23.

2. Rate Adjustment

Effective 5/1/23

- (i) Increase all employees in Grade 1 wage rate (as of 4/30/23) by \$2.00 per hour.
- (ii) Increase all employees in Grade 3 wage rate (as of 4/30/23) by \$1.00 per hour.
- (iii) These increases will apply even to employees who have reached the top of their pay range.

3. Prospective Wage Increases

Effective 5/1/23 - 2.5% Wage Increase

- (i) This 5/1/23 increase will apply to all employees, even those who have reached the top of their pay range. Future Prospective increases to those employees who have reached the top of their pay range will be as described below.
- (ii) All new employees hired during the duration of this CBA will be paid a wage rate of at least \$15.00 per hour.

Effective 5/1/24 - 2.5% Wage Increase

Effective 5/1/25 - 3.0% Wage Increase

General Wage Increases After the 5/1/23 General Wage Increase

- (i) If the Employee has not yet reached the top of their pay range prior to a Prospective increase, but the full increase will put them above the top of their pay range, the employee will receive a partial increase up to the maximum amount of the pay range.
- (ii) If an employee is at the top of their pay range prior to a Prospective increase, the employee will not receive the full increase, but shall instead receive a 1.5% increase in pay.

b) Pay ranges will be set by the Library based on bench-marking done by an outside entity, but with the final determination made by the Library. If the top of a pay range of an employee is reduced by the Library, it will not lower the wage of any employee who has previously reached the top of the range.

ARTICLE 17 – LAYOFF/RECALL AND EMERGENCY CLOSINGS

Section 1. Layoff and Recall

If the Library, in its sole discretion, determines that a layoff of bargaining unit employees is necessary, it will select the number of employees and the position(s) or classification(s) necessary to lay off. Once the Library determines the position(s), classification(s) and number of employees necessary for layoff, it will rank the employees in those positions or classifications by least seniority to most seniority. The Library will then meet with the Union Representative/Steward 60

days prior to layoff to inform them of the positions, classifications and number of employees affected by the layoff. The Library will then layoff starting with the least senior employee in the position(s) or classification(s). Seniority, for purposes of this section, shall be defined as length of service with the Library.

If employees are laid off, and the Library has a need to fill the same position(s) or classification(s), the employees will be recalled in the inverse order of the layoff. Recall rights will terminate after one year from layoff date. The Library shall email laid off employees notice of open positions in the bargaining unit. If laid off employees apply for an open position, they would be considered an internal candidate. The Library shall have sole discretion to determine the level of skills and abilities of any affected employee.

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall (with the first of the seven (7) days being the date the notice to the employee is postmarked) and/or sent to their personal email address. The notice or recall shall be sent to the employee by Certified Mail to their last address on file with the Library, and by email to the employee's personal email address on file with the Library. The employee must notify Human Resources of intention to return to work within ten (10) calendar days after notice of recall has been sent to the employee. If an employee fails to timely respond to a recall notice, their name shall be removed from the recall list. The Employer will not contest the unemployment benefits for laid off employees.

Section 2. Emergency Closings

- a) **Short-Term Closings Less Than 30 Days** - If the Employer must suspend work activities for any length of time not to exceed thirty (30) days due to circumstances such as weather, fire, power failure, emergency repairs, or maintenance, or a public health emergency which results in the Employer closing the library, the Employer will notify all employees. Employees who are scheduled and required to perform work in the Library building or on the Bookmobile during the closing shall be paid time and a half (1 1/2) for their scheduled time. All scheduled time off that has been approved on the day(s) of the closing shall still be deducted from the employees' bank of time, and the employee shall be paid accordingly. Employees who called off sick on a closing day will also be required to use the sick day to be paid and neither shall be paid or credited for additional time due the closing on the days they call off or have scheduled time off.

The Employer may direct employees to work from home and/or establish other work arrangements such as adjusted schedules, modified duties, but employees working under arrangements that do not require them to work at the Library facility or the Bookmobile will be compensated for time worked at their regular rate of pay.

- b) **Long-Term Closing More Than 30 Days** - For any long-term closing of the Library of more than 30 days, when it is determined the employees are unable to perform their duties, the Employer shall meet with the Union as soon as it has knowledge that the closure will last beyond thirty (30) days to negotiate the impact of the closing in relations to wages and benefits of all affected employees.

ARTICLE 18 – TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1. Training

The Employer shall provide a minimum of 20 hours of training annually. Employees shall be released from duty without loss of pay to attend these training sessions.

Section 2. Tuition Reimbursement

All Employees who have completed six (6) months of employment and who are planning to enroll in a job-related course of an accredited or otherwise recognized program of study, may request approval from the Director, or Designee to have the course considered for tuition reimbursement. Each course shall be considered independently. Approval of one course in a program of study does not necessarily imply approval for other courses in the same program. Once approved, an employee shall provide evidence of satisfactory completion of the course.

Tuition reimbursement shall be authorized as follows: Fifty percent (50%) of class cost for an A, B, 25% of class cost C grade or "Pass." No reimbursement for D or "Fail" grade. The maximum lifetime benefit for an employee under the tuition reimbursement program is \$11,500. Employees who receive a tuition reimbursement shall be committed to work one year after the reimbursement is paid. If the employee does not complete the year, the employee shall pay back at a prorated amount the cost of the reimbursement.

Section 3. Committee Assignments and Conference Attendance and Other Expenses

The Library shall make a good faith effort to keep a current list of approved conferences that are available to attend on the intranet. Members interested in attending a work-related conference shall submit a request to attend a conference. The Library will determine who will attend conferences by considering a staff member's participation on a professional committee associated with the conference, relevance to work, and whether opportunities to attend are being offered equitably. The Library will endeavor to fairly distribute approvals for attending conferences. All expenses associated with serving on a Library-approved, work-related committee and approved conferences shall be paid by the Employer. All expenses must be submitted for approval in accordance with the Library's travel reimbursement policy.

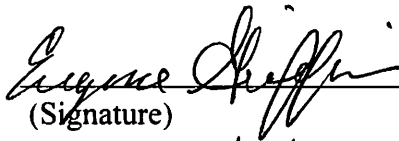
ARTICLE 19 – SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect.


ARTICLE 20 - DURATION


This Agreement shall be effective as of May 1, 2023, and shall continue in full force and effect until midnight April 30, 2026. In the event that either party desires to terminate or modify this Agreement upon its termination date, written notice must be given to the other party not less than sixty (60) days prior to the termination date.

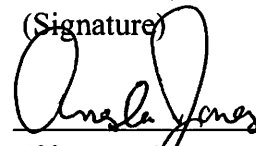
SKOKIE PUBLIC LIBRARY, PRESIDENT,
BOARD OF TRUSTEES



(Signature) Eugene Griffin
(Printed Name)
5/4/23

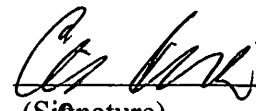
SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
LOCAL 73

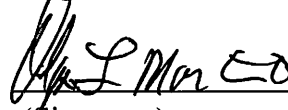

(Signature) Joseph Richert
(Printed Name)

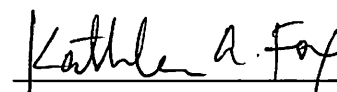

(Signature) RACHAEL BIRD 5/3/23
(Printed Name)



(Signature) Angela M. Jones
(Printed Name)



(Signature) Jon Scotese 5/3/23
(Printed Name)


(Signature) Chris Brubaker 5/3/23
(Printed Name)


(Signature) Olga L. Montero 5/3/23
(Printed Name)


(Signature) Kathleen A. Fox 5/3/23
(Printed Name)


(Signature) Amanda O'Brien 5/4/23
(Printed Name)


(Signature) Christie Robinson 5-4-23
(Printed Name)

SEIU LOCAL UNION No. 73 - GRIEVANCE FORM

FOR OFFICE USE ONLY

GRIEVANCE #	YEAR	MONTH	EMPLOYER #

ISSUE: (Check One):

Discharge/Discipline ☐

Past Practice ☐

Contract Issue ☐

Other ☐

GRIEVANT TO COMPLETE

CONTRACT:

VIOLATION OF:

PRINCIPAL ARTICLE:

SECTION:

Grievant's Name:	Employer and Location:	
Address:	Employer Contact:	
City St. Zip:	Job Title:	Date Hired:
Phone: Home: (____) _____ - _____	Steward:	
Work: (____) _____ - _____	Union Rep:	
	Today's Date:	



CHECK ONLY ONE OF THE OPTIONS BELOW



CHECK ONE ☐ **STATEMENT OF GRIEVANCE**

☐ **REBUTTAL TO A WARNING LETTER**

The Employer has violated Article(s) _____ Section(s) _____

And all the relevant past practice and any and all other applicable articles of the contract when on, or about

RESOLUTION REQUIRED

That the contract be enforced, all effected parties be made whole,

Grievance	Date	Disposition	Union Rep Signature	Employer Rep Signature
Step 1				
Step 2				
Step 3				
Step 4				

RESOLUTION OF GRIEVANCE

For the Union _____ /_____/_____ For the Employer _____ /_____/_____
Signature Signature
Please Print Please Print

