

CENTRAL AGREEMENT

BETWEEN

**THE CITY OF MOLINE
THE MOLINE PUBLIC LIBRARY**

AND

**UNITED AUTOMOBILE AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW)**

LOCAL 2282 AMALGAMATED

JANUARY 1, 2018 TO DECEMBER 31, 2019

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This agreement, made and executed by and between the City of Moline, Illinois, acting by and through its Board of Trustees of the Moline Public Library (hereinafter referred to as “employer” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union No. 2282 (hereinafter referred to as “union”), this 1st day of January, 2018.

WITNESSETH:

WHEREAS, certain employees of the employer have joined together for the purpose of engaging in collective bargaining with the employer; and

WHEREAS, the employer is a home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as such a home rule municipality the employer has plenary power over matters pertaining to its government and affairs unless the general assembly has denied or restricted said powers; and

WHEREAS, the general assembly has enacted the Illinois Public Labor Relations Act (C.46, Paras. 160 et. seq., Ill. Rev. Stat.) which is a limitation upon home rule power; and

WHEREAS, pursuant to said act, the employees and the employer have voluntarily recognized the union as the exclusive bargaining agent for said employees; and

WHEREAS, the employer and the union have been engaged in the process of collective bargaining for the purpose of establishing the wages and hours of employees covered herein and have reached an understanding as to the same; and

WHEREAS, the employer and union have done this so as to assure labor peace as measured by continuous and uninterrupted service and by efficient, loyal performance of said service and by the use of an equitable and peaceful procedure for resolution of differences for the period covered by this agreement.

NOW, THEREFORE, THE AGREEMENT OF THE EMPLOYER AND THE UNION is as follows:

ARTICLE I. PREAMBLE

1:01 The purpose of the parties in establishing and making this agreement is to set out the rights and duties of the parties to each other in the terms of continuous service, wages, hours and other matters set forth herein below for the period covered by this agreement.

ARTICLE II. RECOGNITION

(RECOGNITION)

2:01 The employer recognizes the union as the sole and exclusive bargaining agent for the purposes of representing and collectively bargaining for employees in the unit in establishing by agreement salaries, wages, hours and certain other conditions of employment.

(UNIT)

(Definition: Employees within the Unit)

2:02 The employees within the unit, and thereby covered by this agreement, are all employees of the Moline Public Library except those not otherwise excluded whose positions or classifications are managerial, supervisory or confidential employees, a list of which present excluded positions and classifications is attached as Exhibit A.

2:021 Employees who are scheduled to work less than 1,000 hours per year shall be excluded from the bargaining unit.

(NOTICE)

2:03 The union shall be notified of any new classification or position created by the employer in the Moline Public Library. Should any dispute arise as to whether the position or classification should be excluded under the above definition, the union may grieve the exclusion as set out in Step 2 of the grievance procedure within ten (10) days of said notice.

ARTICLE III. DUES CHECK-OFF AND NON-DISCRIMINATION

(UNION DUES CHECK-OFF)

3:01 Union dues check-off shall be as hereafter set out:

3:011 The employer and the union shall, as to present authorizations, meet within fourteen (14) days after execution hereof and verify social security and employee payroll numbers for those involved. The employer shall notify, within five (5) days thereafter, employees that such present authorizations are subject to the terms of the agreement.

3:012 As to new members, dues authorization cards as set out in Exhibit B must be filed with the employer. Such authorizations will be effective the first full pay period occurring at least five (5) days after receipt of said authorization. The employer shall specify who is to receive such authorizations.

3:013 Amounts deducted for any pay period shall be in accordance with written notice furnished by the union to the employer at least fifteen (15) days before such pay period.

3:014 An employee covered by this agreement may revoke a previously executed dues authorization card, including those in 3:011, by executing a revocation as set out in Exhibit C, which revocation shall be effective commencing with the first payroll occurring at least five (5) days after receipt.

3:015 The employer shall provide on the tenth (10th) day of each month to the union treasurer of Local 2282, the amount withheld by the employer under 3:01-3:016 in the previous month along with the names of employees for whom there still is on file a valid dues authorization card.

3:016 The employer agrees to deduct from the wages of any employee who is a member of the union a UAW V-CAP deduction as provided for on written authorization in the form attached hereto as Exhibit G. Such authorization must be executed by the employee and may be revoked at any time by the employee by giving written notice

of revocation. The employer agrees to remit said deductions monthly to UAW V-CAP in care of the UAW and to submit a year-end report of said contributions.

The union agrees to abide by the Federal Election Campaign Act of 1971, as amended, (2 U.S.C. §431 et seq.) in the conduct of any solicitations for UAW V-CAP deductions. The union agrees that UAW V-CAP deductions shall be maintained in a separate, segregated fund by the union. The union agrees that the UAW V-CAP contributions are separate from and not a requirement of union membership and employment with the City and that no employee shall be discriminated against for refusal or failure to make such contributions. It is further agreed that the union may not solicit UAW V-CAP contributions other than from union members. The union agrees to establish and enforce rules on solicitation that will comply with the Hatch Act and any other federal, state or local laws dealing with political activities of public employees.

3:017 The union shall indemnify and hold the employer harmless from any and all claim of liability or loss arising out of the employer's actions or inactions taken pursuant to 3:01-3:016. The union shall also bear the cost of defending against any such claim or loss.

(NON-DISCRIMINATION)

3:02 Non-discrimination shall be as hereafter set out:

3:021 Neither the employer nor the union shall unlawfully discriminate against any applicant, trainee or employee because of such person's age, race, creed, color, sex, sexual orientation, marital status, religion, national origin or physical condition.

3:022 The union shall share equally with the employer the responsibility for applying the provisions of 3:02-3:023, which responsibility includes fair representation of non-members and other responsibilities as exclusive bargaining agent.

3:023 The employer shall not require any employee covered by this agreement to be a member of the union or not be a member of the union as a condition of employment.

(FAIR SHARE)

3:03 Fair Share Deductions. Employees covered by this agreement who are not members of the union, paying dues by voluntary payroll deduction, shall be required to pay, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the union, shall be deducted by the employer from the earnings of employees who have not remitted monthly to the union at the address designated in writing to the employer by the union. The union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each employee's share shall not exceed dues uniformly required to union members.

3:031 Religious Exemption. Should any employee be unable to pay their contribution to the union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the

employee affected and the union. If the union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable table organizations. The employee will, on a monthly basis, furnish a written receipt to the union that such payment has been made.

3:032 Notice and Appeal Rights. No later than thirty (30) days prior to the first deduction of a fair share fee from any employee's paycheck, the union shall provide notice to all employees who have not executed dues check-off authorizations of the expenditures for which fair share payers are charged and those for which they are not charged together with an explanation of the manner in which the fee is calculated and the manner in which the fee may be appealed. Within five (5) days of the effective day of this contract, the employer shall provide the union with a current list of all bargaining unit employees who have not executed dues authorizations including their home addresses.

3:033 Indemnification. The union shall indemnify, defend and hold the employer harmless against any claim, demand, suit or liability, including attorney's fees, costs and reasonable expenses of defense arising from any action taken by the employer in complying with this article.

ARTICLE IV. BULLETIN BOARD USAGE AND UNION ACCESS

(UNION BULLETIN BOARDS)

4:01 The employer, at its own expense, shall place one bulletin board, not to exceed approximately two (2) feet by three (3) feet in size in the Moline Public Library for Local 2282's use. The location of said bulletin board is subject to the approval of employer. The board shall be used only for the following subjects:

4:011 Union recreational, social and related news bulletins.

4:012 Notice of union meetings.

4:013 Information concerning union elections or the results thereof.

4:014 Reports of official business of the union, including reports of committees or other sub-organizational units.

4:015 Any other official union written material.

4:02 Prior to posting, material described in 4:011-4:015 shall be dated and initialed by the authorized union representative. Removal of postings shall be in the presence of a supervisor.

(UNION ACTIVITY)

4:03 Except as specifically provided elsewhere in this agreement, no union activity or union business of any kind will be carried on during working hours. Violation of this prohibition shall be proper cause for disciplinary action. Failure of the employer to enforce said prohibition in any one or more instances shall not be considered a waiver of said prohibition.

- 4:04 Employee or non-employee representatives of the union shall have the right of access, when a supervisor is present on the premises, to library premises designed for employee rest periods or employee locker and clean up areas for the purpose of conducting union business. However, said access shall be only during non-duty hours.
- 4:05 Any request of a non-employee representative to a supervisor to confer with a specific employee during working hours shall be after notice to the library director or designee. A supervisor may release the employee from work time, work permitting, for a specific period of time for this purpose.
- 4:06 A request to use a public meeting area for a meeting shall be made to the library director or designee in advance of said meeting so that said meeting area may be reserved. Permission to use the requested meeting area shall be granted unless a prior reservation is in effect.

ARTICLE V. UNION REPRESENTATION

- 5:01 In the administration of this agreement, the union shall be represented by stewards, grievance committee members, a grievance committee, international representative and/or legal counsel.
- 5:02 Stewards shall be certified as follows:

(JURISDICTION)

- 5:021 The union shall be represented at Step 1 and 2 of the grievance procedure by union stewards. The jurisdiction of a steward shall be limited to the unit such steward is certified to serve as a steward.

(NUMBER)

- 5:022 Three (3) at-large.

(DUTIES AND RESPONSIBILITIES)

- 5:023 A steward shall be permitted to be away from work in order to perform duties as a union steward in the processing of grievances in accordance with the grievance procedure. However, a steward shall also be permitted to leave work to accept a telephone call or attend a meeting to assist with a matter requiring immediate attention when requested by the union or the employer and when the request has been approved by the steward's supervisor.

A steward leaving their work shall notify their supervisor or the supervisor's alternate in the supervisor's absence from the department, at the time of leaving and also upon return. If it is necessary for a steward to enter a department in their jurisdiction, other than for their own for reasons set out in 5:023 above, they shall receive, through their supervisor or the supervisor's alternate in the supervisor's absence from the department, written permission to leave the department and shall report to the supervisor of the department they enter prior to performing and handling of the complaint.

5:03 The union shall be represented in presenting grievances and meetings in all steps of the grievance procedure after Step 2 of the grievance procedure by the grievance committee as a whole.

(JURISDICTION)

5:031 The jurisdiction of an individual grievance committee member shall be limited to processing grievances at all steps in the grievance procedure after Step 2 of the grievance procedure, but no such grievance after Step 2, in which union assistance has been requested, shall be accepted for filing unless it bears the approval of the grievance committee.

(NUMBERS)

5:032 There shall be three (3) grievance committee members for any particular meeting; said committee shall consist of the grievance committee chairman, the steward from the geographical area, if any affected and a steward from the unit not involved in the grievance.

(DUTIES AND RESPONSIBILITIES)

5:033 A grievance committee member shall be permitted to be away from duties as an individual grievance committee member in processing grievances or as a member of the grievance committee as provided in the grievance procedure, but only one (1) member may be away from duties for processing an individual grievance.

A grievance committee member leaving their work shall follow the procedure set forth in 5:023.

5:04 Members of the grievance committee may use, for the purpose of grievance committee meetings under this article, the allowable time and privileges specified under the grievance article.

5:05 The employer and the union, recognizing the value and importance of conducting a full discussion in clearing up misunderstandings and in order to preserve harmonious relations in the administration of this agreement, agree that the employer and the grievance committee will meet upon the request of either party with the understanding:

5:051 Each party shall submit to the other, at least five (5) days prior to the meeting, a tentative agenda covering subject matter they wish to discuss. Additional items may be placed on the agenda by mutual consent prior to or at the meeting.

5:052 These meetings are not intended to bypass and/or replace the grievance procedure.

5:06 Each representative specified in this article shall have an alternate certified as described below to serve in the same capacity and geographic area in their absence.

5:07 The chairperson of the grievance committee shall, within twenty (20) days from the effective date of the agreement, certify in writing to the library director and the human resources manager, a list of those who are representatives specified in this article. Changes in this list shall be certified by the chairperson promptly to the library director and the human resources manager. The employer shall not recognize any uncertified representative or, if certified, a representative who has not completed the probationary period.

The library director shall, within twenty (20) days from the effective date of this agreement, certify to the union a complete list of supervisors or alternates with whom grievances shall be processed in Step 1 and 2 of the grievance procedure, specifying the department over which each supervisor shall have jurisdiction to process grievances. A supervisor's alternate may be specified either to have jurisdiction in the supervisor's absence or the supervisor's stead. The library director shall certify to the chairperson all changes in the list promptly as they occur.

ARTICLE VI. MANAGEMENT RIGHTS

(NON-DELEGABLE RIGHTS)

- 6:01 The parties recognize that the employer shall have all powers, duties and rights established by constitutional provision, statute or ordinance and that there are no provisions of this agreement that shall be deemed to limit or curtail the employer in any way in the exercise of the rights, powers and duties which the employer had prior to September 26, 1988, unless and only to the extent that such rights, powers and duties are delegable and that the provisions of this agreement specifically curtail or limit such rights, power and duties.

(EXCLUSIVE RIGHTS)

- 6:02 Subject only to the limitations set forth in this agreement or in any written supplement to this agreement, the employer's rights to direct the work force shall be unimpaired. These rights shall include, but not be limited to, the following:
- 6:021 To direct the work of its workforce.
 - 6:022 To hire, promote, demote, transfer, assign and retain employees in positions within the library and to suspend or discharge employees for proper cause.
 - 6:023 To maintain the efficiency of its operation.
 - 6:024 To relieve or lay off employees from duties because of lack of work or for other legitimate reasons.
 - 6:025 To determine and implement methods, means, assignments and personnel by which its operations are to be conducted and any changes thereto.
 - 6:026 To determine the extent to which facilities are to be operated and services are to be offered and performed.
 - 6:027 To take such actions as may be necessary to carry out its mission.
 - 6:028 To initiate, prepare, certify and administer its budget.
 - 6:029 To make reasonable rules and regulations for the purpose of maintaining safe practices, discipline and efficiency after discussion with the union.

ARTICLE VII. GRIEVANCE PROCEDURE

(GRIEVANCE PROCEDURE)

- 7:01 A grievance is defined as a dispute between an employee or the union and the employer involving the interpretation, application or alleged violation of a provision of this

agreement. As to such disputes, before recourse to any other means of remedy, the employee or union shall exhaust the grievance procedure. A denial under this procedure that a dispute involves such an interpretation, application or violation may be appealed as set out hereafter as part of the grievance procedure.

Thus, the grievance procedure established herein shall be used for opposition to a disciplinary action taken against an employee as not being for proper cause; however, no grievance of an oral reprimand shall proceed past Step 3 of the grievance procedure.

(UNION ASSISTANCE)

7:02 A grievance may be processed by any employee covered by this agreement who is aggrieved by a decision of the employer without seeking the union's assistance; or the union may process a grievance on behalf of any such employee; or the union may process a grievance arising out of this agreement. In those grievances where the employee processes the grievance without the assistance of the union, the union shall not be bound by any decision resulting there from. No grievance will be resolved in this manner which reflects less than this agreement stipulates.

(GRIEVANCE STEPS)

7:03 Any employee covered by this agreement or the union shall have a duty to informally resolve a grievance with the aggrieved employee's immediate supervisor or acting supervisor during work time; however, if an employee is still aggrieved after attempting to informally resolve the grievance, the aggrieved or the union shall process the grievance in an orderly and timely manner and shall follow the procedures set out herein below:

7:031 Step 1. An aggrieved employee, with or without the union representative, shall file, in writing, the grievance with the employee's immediate supervisor within ten (10) working days after the event occurred or failed to occur or the condition or circumstances came into existence which gave rise to the grievance. The supervisor shall attempt to adjust the matter and shall meet with the employee during work time and shall respond in writing to the employee and the union within three (3) working days. For purposes of paragraph 7:031, working days shall be defined as Monday through Friday, excluding holidays.

7:032 Step 2. If the grievance is not settled at Step 1, it may be presented in writing by the aggrieved employee or the union representative to the library director or designated alternate within seven (7) days after the supervisor's response is due. The library director shall meet and respond in writing to the party filing the grievance and the union with five (5) working days of receipt thereof.

7:033 Step 3. If the grievance is not settled at Step 2, it may be presented in writing by the aggrieved employee or the union representative to the library director within five (5) days after the library director's response is due. The library director shall notify the president of the board of trustees of receipt of said Step 3 grievance within five (5) days of receipt thereof. The president shall cause a hearing to be held on said grievance either by the executive committee of the board or the full board within fifteen (15) days of notification. The board shall render a decision in writing no later than three (3) working days after the first regular board meeting held after completion of the hearing. A complete copy of the grievance file, including the grievance, meeting notices and responses at each step will be forwarded to the Human Resources Office at city hall.

- 7:034 Step 4. If the grievance is not settled at Step 3, either the employer or the union shall have the right to request arbitration within seven (7) days of when the Step 3 response is due by giving notice, in writing, to the other party and requesting a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names, with the party requesting arbitration to strike first. Each party reserves the right to strike an entire panel once. The employer and the union shall notify the arbitrator by letter executed by both parties of the selection. The rules of procedure governing the arbitration shall be the rules and regulations of the American Arbitration Association in so far as they do not conflict with an express provision herein. The parties shall bear their own expenses of arbitration. The employer will pay for a hearing transcript if requested by the arbitrator and the union shall only pay for a copy, if desired. Otherwise, the party desiring a transcript shall pay for it and the other party shall only pay for its copy. Any decision of the arbitrator shall be final and binding upon the parties and shall be implemented within thirty (30) days of the decision.
- 7:035 Step 5. During the time, if any, between twenty (20) days after the arbitrator is selected and twenty (20) days prior to the arbitration hearing, either party may require, by reasonable written notice, the other party to participate in a conciliation meeting. If conciliation is not reached at such meeting, the parties shall attempt to reduce to writing a stipulation of facts and issues to be submitted to the arbitrator.
- 7:036 Limitations on Steps 4 and 5. Either party may request that an issue raised in Steps 1 or 2 of the grievance procedure be submitted as an issue, provided no issue involving grievances of written reprimands, the appropriateness or inappropriateness of a penalty or action mandatorily called for by the agreement, a management right, matters not constituting a breach or alleged violation of the agreement or other matters expressly excluded from the grievance procedure by the agreement, shall be submitted to arbitration. The arbitrator shall expressly confined to the concise issues properly submitted for arbitration and shall have no authority to determine any other issue not so submitted for arbitration or to submit observations or declarations of opinion which are not directly essential in reaching a determination. Further, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement or any amendment thereto.
- 7:037 Miscellaneous Rules Pertaining to Steps 4 and 5. In case of a grievance involving any continuing or other monetary claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than ten (10) days prior to the date when such grievance shall have first been presented in writing and in no case prior to execution of this agreement. In the event this agreement is terminated for any reason, rights to arbitration thereupon cease. This provision shall not affect, however, any arbitration proceedings which were properly commenced prior to the expiration or termination of this agreement. It is the intent of the parties hereto to provide for confirmation or vacation of an arbitration award as set forth in the Uniform Arbitration Act, C.110, Paras. 101 et. seq., Ill. Rev. Stat., as amended; therefore, if any provision hereinabove conflicts with a provision of said act, the intent of the parties is to be governed by said act.

7:038 An employee who claims discrimination may file a grievance and a complaint with the city's affirmative action plan, but must first process the grievance before proceeding under the affirmation action plan.

(WRITTEN GRIEVANCES)

7:04 A written grievance will not be processed unless the grievance sets forth (a) what provision of the agreement has been violated; (b) what the relevant facts relied upon are; (c) why the response in the previous step, if any, has been unsatisfactory; and (d) what relief is being requested by the grievant.

(TIME LIMITS)

7:05 Time limits should be strictly adhered to by both parties unless extensions are mutually agreed upon, in writing, at any step. No grievance shall be entertained or processed unless it is submitted within the time set forth hereinabove. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not presented to the succeeding grievance step within the specified time limit or within any extension to which a written consent is filed, it shall be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance at any step within the time limits specified, the grievance shall be deemed denied at that step and the union or employee may immediately proceed to process the grievance at the next step.

(GRIEVANCE ATTENDANCE AND INVESTIGATION)

7:06 If a grievance meeting is agreed to by the employer during working hours of those entitled to attend such a meeting, those so entitled shall be excused with pay for the purpose of attending said grievance meeting.

Investigations of grievances shall be upon the employee's own time unless access to information solely within the control of the employer cannot be made available except during the employee's working hours, in which case, the employer will excuse the employee from the job site for the purpose of obtaining such information and shall pay to the employee any regular salary or wage due for such period of absence. No more than one (1) employee per unit and geographical area, if any, shall take such paid excused absence at any one time for investigation of grievances.

The phrase "those so entitled" refers in Steps 1 or 2 to two (2) employees (one of which may be the steward) and in Step 3, 4 or 5, the union's grievance committee.

The maximum period all employees (including representatives) may be paid and absent from work for meetings and investigations under this article is a non-cumulative six (6) hours per calendar week, exclusive of Step 1 and informal presentations, but including investigative time.

(BINDING EFFECT)

7:07 All agreements concluded between the union and the employer in Steps 2, 3, 4 or 5 of this grievance procedure shall be final and binding upon the employees concerned.

(FORMS)

7:08 Grievance forms will be provided by the employer so that copies of each grievance and any responses thereto shall be made available to the grievant, the union representative, if not the grievant, and the employer representative involved. All grievances and any responses thereto shall be on such forms. The employer shall assign numbers to the

grievances for ready identification. The grievance form to be used is attached hereto and incorporated herein by this reference as Exhibit D.

ARTICLE VIII. DISCIPLINE

(PURPOSE OF DISCIPLINE)

8:01 The guiding principle used by the employer in imposing or awarding discipline is to provide the employee with notice of areas of improvement and to encourage the employee's effort to make such improvement, therefore discipline is to be a progression of action taken to this end. However, it is recognized that an employee's performance is the cumulative result of all aspects of performance and actions which are insufficient to proceed to the next level of discipline in and of themselves may be sufficient when viewed cumulatively. It is recognized also that certain employee conduct is so detrimental to the service of the employer that the principle of progressive discipline cannot be adhered to and that suspension or dismissal is warranted immediately.

(FORMS OF DISCIPLINARY ACTION)

8:02 Disciplinary action may take any of the following forms:

1. Oral reprimand (with written notation in the personnel file).
2. Written reprimand.
3. Suspension (maximum thirty (30) calendar days) without pay; however, if a dismissal is subsequently reduced to a suspension, the time between dismissal and modification to suspension shall not be applied toward any suspension.
4. Dismissal.

Said forms are listed in their progressive order of severity.

(EMPLOYEE'S RIGHTS)

8:03 The union and the employer agree, with knowledge of the law, and have settled and decided upon on behalf of employees that, in the imposition of discipline, an employee shall be afforded as the sole and exclusive due process rights and protections, the following:

8:031 Discipline shall be imposed upon regular, non-probationary employees only for proper cause as soon as possible, but not more than thirty (30) calendar days of the city's learning of the grounds for such proper cause or as soon as possible, but not more than thirty (30) calendar days of the time the city should have learned of the grounds for such proper cause. Said period shall be extended by the time or delays attributable to the employee or the union.

8:032 There shall be a pre-disciplinary meeting, at which the employee may be represented by a union representative who the employer will have present at the employee's request and during which the employee (and the union, if present) will be given written notice of the charges against the employee and will be given an opportunity to present the employee's version of any alleged misconduct.

8:033 If the employer contemplates suspending without pay any employee pending investigation of alleged misconduct, the supervisor shall first hold a probable cause hearing at which the employee may be represented by a union representative and may cross-examine witnesses called by the employer.

- 8:034 Within ten (10) days following the pre-disciplinary meeting or probable cause hearing (whichever is later), the employer shall provide the employee, in writing, Notice of Discipline, which shall restate the charges and any findings relative thereto and the disciplinary action, if any, taken.
- 8:035 If the employee wishes to challenge any Notice of Discipline, the grievance procedure established elsewhere in this agreement shall be the exclusive remedy to make such challenge. It is agreed that challenges to oral or written reprimands shall be initiated at Step 1 of the grievance and challenges to suspensions or discharges shall be at Step 2 of the grievance procedure.
- 8:036 If within six (6) months after imposition of an oral reprimand or within one (1) year after imposition of a written reprimand there is no intervening discipline for the same or different cause, the oral or written reprimand shall be removed from an employee's personnel file, otherwise it shall be a permanent record therein.
- 8:037 An employee may review their employer personnel file or their departmental personnel file during normal business hours. An employee may request, no more than twice each calendar year, the library director to review the file for the purpose of insuring that oral and written reprimands have been removed as set out in 8:036. This review and removal of dated reprimands shall be completed within one week, if at all practical, and in any case, the employee shall be notified in writing when the review and removal are completed.
- 8:038 It is agreed that 8:031-8:036 are not applicable whenever this agreement calls for an automatic discharge or automatic quit rule; however, after application of such a rule to an employee, the employee may initiate a grievance at Step 2 of the grievance procedure for the purpose of challenging the existence of sufficient facts to support application of the rule or that such a rule, in fact, exists.

ARTICLE IX. SENIORITY

- 9:01 Seniority will be the basis for reduction, lay off, recall, return and job bid, as hereinafter set out, provided that the employee involved is qualified to perform the work involved. The word "qualified" as used in this article means the employee can, with normal supervision, by possession of the necessary skill, experience as indicated by employer records, training and physical ability, perform the work required satisfactorily according to accepted standards.
- 9:02 An employee's unit seniority date will be the date they become an employee, except that part-time employees shall have their seniority computed as set forth below. No one shall be considered to have become an employee until the date they have begun work in a position in the unit following application for an advertised vacancy, had tentative appointment by a supervisor, a physical exam and orientation and has agreed in writing to abide by the employer's present residency requirements as a continuing condition of employment.
- 9:021 An appointment of an applicant shall be considered tentative until and unless the applicant completes a physical examination to be given by a physician of the employer's choice to determine whether the applicant has the physical ability to perform the required work.

- 9:022 For all seniority purposes, a regular part-time employee shall have seniority converted to full-time seniority based upon the following: the sum of the number of hours actually worked in each whole year of employment shall be divided by the product of 2,080 multiplied by the number of whole years of employment and then added to said result, shall be the result of the sum of numbers worked since their last anniversary divided by the product of 40 times the number of work weeks or portions thereof that have occurred since their last anniversary.
- 9:03 Every new employee shall be a probationary employee for four (4) months commencing from the date of becoming an employee. During this probationary period, the employer may, at its option, assign, transfer or dismiss any probationary employee without question since the employee has no seniority.
- 9:04 All employees, when they complete their probation, shall be placed by the employer on the unit seniority list.
- 9:041 At the beginning of the fiscal year and quarterly thereafter, the employer shall post lists within the unit setting forth each employee in the unit and the unit seniority of each, separating regular full-time and part-time and temporary employees and shall provide a copy of said lists to the union chairperson.
- 9:042 While earned seniority shall not be terminated except for the reasons in 9:061-9:065, the accrual of seniority shall not occur during unpaid leaves of absence of over thirty (30) days in duration (except military leave and non-duty disability leave) or lay off. This will be done by moving the seniority date by the same number of days.
- 9:05 If two or more employees have the same unit seniority date, their relative positions on the seniority list shall be designated in writing at the time they are placed on the seniority list; said designation shall be in accordance with the lowest numerical sequence of the respective employees' social security number. An employee's classification group shall be their unit seniority. All full-time and regular part-time employees, regardless of date of hire, shall be more senior than a temporary employee, regardless of date of hire.
- 9:06 Seniority shall be terminated and employment ceases when:
- 9:061 An employee quits by: (1) notice to the employer; (2) remaining away from work for three (3) consecutive days without notice to the employer of a satisfactory reason; (3) failing to abide by the city's present residency requirements when actively at work and on sickness or disability leaves; or (4) failing to report for work after the end of a formal leave of absence or after notification of cancellation of a leave of absence. (If an employee's seniority is terminated for failure to give such notice or to so report, said employee shall be notified of such termination by registered mail and a copy of said notice shall be given to the union chairperson.)
- 9:062 An employee is discharged for proper cause and the decision is not reversed through the grievance procedure.
- 9:063 An employee retires or is retired as provided in 9:21, provided however, that if any employee retires on total and permanent disability pension and is later determined

to have recovered and is re-employed, employee's seniority will be restored as though employee had been on a leave of absence.

- 9:064 An employee fails to apply in writing for work within fifteen (15) calendar days upon notice of recall by certified return receipt requested, registered mail to the last address on employer record or thereafter fails to submit to a required physical examination at employer cost to determine physical ability prior to employment, provided no such examination shall be required unless the employee has been laid off for sixty (60) days or more.
- 9:065 An employee is laid off for a period of time equal to employee's seniority at the time lay off began or a period of twenty-four (24) months, whichever is more.
- 9:07 An employee promoted to any non-unit position in the library shall maintain but not accumulate seniority. An employee so promoted may be returned to their assignment classification within six (6) months of their promotion, total seniority permitting. If the promoted employee is laid off or returned to the unit within six (6) months, the employee may return to the classification or to some other classification by being placed in a vacant assignment, by displacing a probationary employee or displacing the employee junior to them with the least seniority in the classification or the employee junior to said employee with the least seniority in the unit, but based only on the employee's seniority at the time of the promotion, provided the employee is qualified to perform the work involved.
- 9:08 An employee temporarily assigned to some or all of a non-bargaining unit position's duties shall maintain but not accumulate seniority during such temporary assignment. A non-bargaining unit employee (e.g., a supervisor) who temporarily performs bargaining unit work shall notwithstanding such assignment be treated for seniority purposes as though they remained at work outside the unit.
- 9:09 If an employee becomes incapacitated by handicap so that they are unable to satisfactorily perform the work assignment but remains qualified for other assignments in the unit, the employee will temporarily be assigned on such other work but at the rate of pay involved in such other work so long as the temporary assignment does not cause a reduction or lay off or an employee with more unit seniority, regardless of other provisions relating to temporary assignments.
- 9:10 If the number of employees in a classification is to be reduced, the probationary employees in the classification shall be terminated and then employee(s) with the least seniority shall be removed whose removal leaves the remaining employees qualified to perform the work involved in the classifications involved as adjusted to meet work requirements.
- 9:11 A regular employee so removed under 9:10 shall, on the basis of unit seniority, first be placed on any vacant regular work assignment, provided they are qualified to perform the work involved; second, replace the least senior such employee in the unit junior to them whose work they are qualified to perform; third, replace the least senior temporary employee whose work they are qualified to perform; fourth, be laid off.
- 9:111 The termination of a temporary employee's assignment shall not constitute a reduction, removal, lay off or replacement and said temporary employee shall have no seniority rights under 9:10-9:13. Nothing herein will prevent the employer from

offering said employee the same opportunity to apply for employment as described below.

- 9:112 Nothing in this article shall be construed to permit a job bumping to effect a promotion of an employee and shall be restricted to lateral or downward bumping.
- 9:12 In recalling employees, employees will be recalled on a unit seniority basis, providing they are qualified to do the work.
- 9:13 When an employee is to be recalled, the employer shall notify the employee of the opportunity by certified mail, return receipt requested, addressed to the employee's last address on employer records and inform the employee in such notice they have fifteen (15) calendar days from the date of attempted delivery to make written application and specify a date and time for any physical examination, provided no such examination shall be required unless the employee has been laid off for sixty (60) days or more.
- 9:14 Employees, for the purpose of this agreement, shall be deemed on the basis of their initial hire and subsequent job bids (and transfer and movement under 9:11-9:113) to be:
- 9:141 Either "full-time" or "part-time", "full-time" being those regularly expected to perform a normal work week and "part-time" being those regularly expected to perform less than the normal work week but more than one thousand (1,000) hours per year.
- 9:142 Either "regular" or "temporary", "regular" being those whose regular assignment is not expected by the employer to end within the next twelve (12) months, "temporary" being those whose regular assignment is expected by the employer to continue for less than twelve (12) months.
- 9:15 A regular assignment is the work to which an employee is assigned as regular work and may involve work covered by a specific pay classification or classifications.
- 9:16 When a vacant regular assignment within the unit occurs as to a regular assignment which the employer will continue by death, retirement, promotion out of the unit, quit or discharge or is created by new pay classifications being introduced into the unit and is not subject to being filled by recall or return, it will be filled as follows and an employee who has facts which lead employee to believe the employer did not proceed as follows may submit a grievance at Step 2:
- 9:161 Any employee may bid on a posted vacancy of any regular assignment by applying in writing to the Human Resources Office on official city forms available from the Human Resources Office before the end of the posting period.
- 9:162 A 9:16 vacancy will be posted on a bargaining unit basis for not less than ten (10) days. During such time, the vacancy may be advertised in accordance with the affirmative action plan of the city. All bargaining unit positions will be first offered to bargaining unit employees. The most senior bargaining unit employee meeting all standards as outlined in the job description will be hired. It is understood that the job description shall include the qualifications for unit positions. If no bargaining unit applicant meets all standards, then the employer is free to solicit non-bargaining unit applicants. The position will then be assigned to the applicant

who most completely meets the position's standards which would include bargaining unit applicants. In situations where two (2) or more applicants are parallel in meeting the standards, a bargaining unit employee will be hired over an outside candidate and/or employee more senior over a junior employee. If the employer fails to fill a vacancy due to lack of qualified applicants, the need for lengthier advertising for affirmative action reasons or the lack of qualified transfers and then later decides to fill the vacancy, it shall be re-bid.

- 9:163 There shall be no limit on how often an employee may bid on a posted higher paying vacancy. However, a successful bidder cannot bid again until they have completed their trial period as set out in 9:166.
- 9:164 The employer shall determine the successful bidder-applicant, if any, within twenty (20) normal scheduled workdays from the closing of the postings, unless such determination is delayed for lengthier advertising. Any employee who bids for a posted vacancy may withdraw such bid if such withdrawal is made before the employer selects the successful bidder-applicant.
- 9:165 If an employee is a successful bidder, the employee shall be transferred to the vacancy, effective no later than the beginning of the next scheduled work week following the selection or the opening of the vacancy, whichever is later. However, the employee may be retained on the old assignment pending transfer of a new successor but this will be treated as a temporary assignment from the new regular assignment.
- 9:166 If the employer determines that the bidder is not in fact qualified for the assignment with normal supervisory instruction within ninety (90) calendar days from the date the employee begins work in the assignment (subject to absences or periods of work on former or other assignments extending the period), the employee will, subject to seniority, be returned to the previous classification.
- 9:167 Notwithstanding 9:16, if a new classification being introduced involves moving a regular assignment as a whole, with whatever additional duties, into a new pay classification and is not otherwise altered, the employee on that regular assignment shall be moved with it, providing the employee is qualified to perform the additional duties.
- 9:168 The employer shall attempt to determine as to a regular assignment no later than the sixtieth (60th) day of an employee's absence whether the employee may reasonably be expected to remain absent more than ninety (90) days. If the employer so determines, the employer may post that vacancy, but as a temporary vacancy. Such temporary vacancies will be filled by a temporary reclassification of the successful bidder, if any. An employee in such a temporary vacancy will, on its termination, be returned to the original classification subject to seniority rights. If the vacancy becomes permanent because of any reason, including the fact the previous occupant no longer has a right to return or is no longer able to return, then the vacancy will no longer be considered temporary and will be posted as a regular vacancy; and the temporary occupant of the job can bid on the vacancy regardless of the fact that the employee had been the successful bidder on the temporary basis.

- 9:17 Transfers may be either regular or temporary and will result in establishing a classification for the transferred employee. Transfers may result from the movement of employees due to lay offs, recalls and vacancy bidding as provided by this article. Transfers may also result from the need to fill other vacancies, such as assignments left vacant as a result of successful bids or the failure of qualified employees to bid on posted vacancies. Temporary transfers will only be made to fill temporary vacancies. Unless an employee being transferred is being removed from the classification by seniority, transfers will be voluntary.
- 9:18 A temporary assignment is an assignment which, upon its completion, the employee is expected to return to the regular assignment and does not constitute a transfer, either regular or temporary and may, within the unit and on the shift involved, be made at the discretion of the employer subject to the conditions and limitations set out below. An employee on a temporary assignment retains full seniority rights in their classification, based on their own regular assignment.
- 9:19 When an employee is temporarily assigned to perform all the major functions (including the general description and distinguishing features) of another job description and said temporary assignment continues for more than five (5) consecutive normal work days, the employee shall retroactively be paid starting on the first such consecutive normal work day the beginning rate of pay for the position to which the employee is temporarily assigned or the employee's regular rate of pay, whichever is higher. In the case where an employee has held, as a regular assignment, the temporary assignment to which the employee is assigned, the employee shall be paid in accordance with the step held when so regularly assigned.
- 9:20 The employer shall be required to advertise and bid said position, as provided in this article, no later than the sixtieth (60th) calendar day said temporary assignment has continued and to attempt to fill the position as a temporary or regular position, as provided in this article, upon the ninetieth (90th) calendar day said temporary assignment has continued. No temporary assignment shall last more than ninety (90) consecutive calendar days.
- 9:21 An employee "retires", as distinguished from other quitting, when the employee accepts a pension.
- (Pensions are not within the employer's powers to affect or amend, being that required by state law. Information concerning the plan shall be made available to employees upon request.)
- 9:22 Upon termination of employment, an employee shall receive all pay due except as follows:
- 9:221 All equipment, protective devices and other property of the employer used by the employee shall be turned in to the department head in good condition, excepting normal wear and tear or be charged for their loss.
- 9:222 In case of the death of an employee, the estate shall be paid all payments due the employee.
- 9:223 The employer may waive any of the above (9:22-9:222) without precedent, but such waiver shall be in writing with a copy to the union chairman.

ARTICLE X. HOURS OF WORK AND OVERTIME

- 10:01 The established workweek, for computing a week's pay, shall begin at 12:01 A.M. Sunday and extend to midnight the following Saturday.
- 10:02 A full-time employee shall be scheduled for five (5) normal workdays and two (2) days off during seven (7) calendar days but said days off need not be consecutive. The employer shall make a good faith effort to continue scheduling practices for full-time employees, which expressly includes alternating those who work Monday through Friday and those who work Monday through Thursday and Saturday.
- 10:03 A workday shall consist of twenty-four (24) hours beginning at 12:01 A.M. of the calendar day and ending at midnight of the calendar day; and there shall be seven (7) full workdays in a workweek.
- 10:04 A normal workday for full-time, regular employees shall consist of eight (8) consecutive hours of scheduled work, exclusive of meal breaks, within a workday; however, if a normal workday begins one hour or less before the end of the workday, it shall be counted as part of the next workday. Further, part-time and temporary employees may be assigned a normal workday which does not consist of eight (8) consecutive hours of scheduled work but may consist of a split of duty time.
- 10:05 A full-time employee shall be entitled to a thirty (30) minute or one (1) hour long, unpaid, duty-free meal break or a twenty (20) minute paid, on duty, lunch break as determined by the library director. The meal breaks of thirty (30) minutes or one (1) hour in duration shall commence no sooner than the beginning of the fourth hour and shall end no later than the end of the sixth hour of an employee's normal workday, unless otherwise mutually agreed. Part-time employees working more than six (6) consecutive hours in a workday shall receive one of the meal breaks as set out above on that workday.
- 10:051 Full-time employees having a normal workday beginning at 12:30 P.M. and ending at 9:00 P.M. or working on Saturdays, shall be allowed a one (1) hour meal period on those days and said meal period shall consist of one-half (1/2) hour paid and one-half (1/2) unpaid time.
- 10:06 A full-time employee shall be entitled to two (2) fifteen-minute paid rest periods per normal workday, one in the first half and one in the second half. Part-time employees working more than four (4) consecutive hours but less than eight (8) consecutive hours on a workday shall receive one (1) fifteen-minute paid rest period on that workday; a part-time employee working an eight (8) consecutive hour workday shall receive, for that workday, rest periods as a full-time employee.
- 10:07 Notwithstanding any scheduled time for rest periods or meal breaks which may be scheduled by supervision, that time will be delayed by an employee if employee is in contact with a member of the public or as determined by supervision. An employee who, at the completion of their normal workday, has not received rest periods and/or meal breaks by reason of this provision, shall have such time paid for at the overtime rate if the time involved was unpaid time and at half-time in addition to regular pay if the time involved was paid time.

- 10:08 Employees, other than those who have paid meal breaks, may leave their work site during a rest period. Since such periods are paid time, the employer may establish reasonable rules, especially as to rest period conduct including appearance in public, as set forth herein governing same. Any other work rules shall also apply to rest periods.
- 10:09 Hours of work shall be computed upon the basis of tenths ($1/10^{\text{th}}$) of an hour.
- 10:091 Employees shall not have any pay deducted from them for instances of tardiness when said tardiness is less than one-tenth ($1/10^{\text{th}}$) of an hour in duration at the start of the employee's normal workday.
- 10:092 Nothing in 10:091 above shall limit the right of the employer to deduct from an employee's pay for abuses of lunch breaks, rest breaks, clean-up time or other abuses of work hours or limit the right of the employer to discipline for tardiness of less than one-tenth ($1/10^{\text{th}}$) of an hour or other abuses of work hours or limit the right of the employer to send a tardy employee home without pay for lack of work.
- 10:10 Changes in normal workday, rest periods and lunch breaks may be made by the employer to meet the needs of work but:
- 10:101 An employee's schedule shall be posted the third Friday in advance of the payroll period involved.
- 10:102 In the event that an employee's normal workday is thereafter to be changed for reasons of another employee's absence of any kind, terminations, death or declaration of emergency by the mayor, the employer will endeavor to notify the employees involved as soon as possible.
- 10:103 Schedule changes must allow for a lapse of at least eight (8) hours between the end of the last period actually worked and the next normal workday. No employee shall be required to work more than twelve (12) consecutive hours and no employee shall be permitted to work more than sixteen (16) consecutive hours, whether within a single workday or over two (2) workdays.
- 10:104 If an employee's normal workday is changed with at least twenty-four (24) hours notice, the change shall constitute the employee's normal workday. If an employee's normal workday is changed without at least twenty-four (24) hours notice, the employee shall be compensated for any work hours falling within the first workday after the change which do not coincide with the normal workday existing before the change was made at the rate of one-and-one-half ($1-1/2$) times the employee's straight time rate.
- 10:105 Subject to 10:103 and subject to approval of the department head, an employee may trade shifts with another employee within the department as long as the employer bears no additional cost for such shift trading and the employer is in no way responsible for enforcement of any obligations resulting from shift trading.
- 10:11 The employer will pay time-and-one-half ($1-1/2$) for hours actually worked in excess of eight (8) hours per day and in excess of forty (40) hours in any workweek. The rate will be the higher of either the rate as computed by the requirements of this contract or FLSA and overtime pay will not be pyramided.

- 10:111 If an employee, for their own convenience, requests a schedule change which results in a workday of over eight (8) hours per day to make up for time off on another day, the employer will not be required to pay time-and-one-half (1-1/2) for the excess time worked.
- 10:12 The employer may assign an employee to work overtime in a classification or within a department. Employees may be excused from such assigned overtime only upon the same basis they are excused during their normal workdays.
- 10:13 Full-time employees may elect to take compensatory time rather than overtime pay with written authorization of the department head. Employees desiring to take compensatory time must request such practice, in writing quarterly, as the employer shall provide and said election may not be revoked during said quarter. Compensatory time shall be accumulated at the rate of one-and-one-half (1-1/2) hours for each hour worked in excess of forty (40) hours per workweek or in excess of eight (8) hours per workday and credited at the end of each payroll. Compensatory time shall not be accumulated beyond eighty (80) hours of compensatory time in any quarter and, if any employee has accumulated eighty (80) hours of compensatory time in any quarter, they shall not accumulate any more compensatory time until the accumulation is reduced below eighty (80) hours and shall be paid time-and-one-half (1-1/2) for hours that would qualify for compensatory time accumulation but for this limitation. Compensatory time may be used, upon request, as approved and scheduled by the supervisor in half-hour increments for normal workdays.
- 10:131 The employer shall pay for accrued compensatory time at time of termination at the employee's final rate of pay or at the employee's average rate of pay over the last three (3) years of employment with the employer, whichever is higher.
- 10:14 An employee who, having left work, is called back to perform additional duty or who is called in on a day off, shall be given a minimum of two (2) hours work at time-and-one-half (1-1/2). Employees so called in or called back shall be assigned such overtime work pursuant to 10:12 and no employee may refuse such assignment except as provided in 10:12.
- 10:15 For Sundays, the library administration will make every effort to staff the public service desks with staff who are interested in working overtime or with temporary staff. In instances where the public service desks cannot be staffed with either of the above, staff will be assigned mandatory overtime, beginning with the least senior staff person.

ARTICLE XI. SICK LEAVE

- 11:01 Sick Leave. All regular employees covered by this agreement shall have the following sick leave and shall accrue the following sick leave:
- 11:011 Sick Leave Bank. Any accumulated sick leave on the date of execution shall constitute an employee's sick leave bank and future use of said accumulated sick leave shall be under the provisions of this article.
- 11:012 Sick Leave Accrual. Said employees shall be entitled to accrue twelve (12) days of sick leave per year, accrued on the basis of eight (8) hours per month, but part-time employees shall have sick leave accrual on yearly and monthly basis pro-rated

on the basis of the number of non-overtime hours scheduled per month divided by 173.3 hours.

- 11:013 Limits on Accrual. In order to accrue the full sick leave in any payroll period, an employee must work or be on paid leave status or military leave (less than thirty [30] days in duration or unpaid leave status five [5] days or less in duration) for eighty (80) straight time hours. If an employee is not at work or not on such leave status for eighty (80) straight time hours during that payroll period, the employee's sick leave accrual during that payroll period shall be reduced by the same percentage that the hours not at work and not on such leave status bear to eighty (80) hours. In the case of unpaid leave status occurring less than five (5) days from the end of the payroll period and from which the employee has not returned to work, the employer will credit sick leave accrual and make any necessary adjustments during the next payroll period.
- 11:014 Retroactivity. When a seasonal or temporary or probationary employee becomes a regular employee, sick leave accrual will be retroactive to the starting date of their last continuous employment with the employer.
- 11:02 Use of Sick Leave. The following rules apply to the use of sick leave:
- 11:021 Purposes. Accumulated sick leave may be taken for the employee's sickness or injury or for that of a dependent member of the employee's household or for the medical, dental or ocular treatment or examination of the employee or of a dependent member of the employee's household or for emergency situations involving eight (8) hours or less.
- 11:022 Use. When sick leave is used, the actual number of hours used shall be charged to the employee's accumulated sick leave, but in no case shall the time charged be less than one-half (1/2) hour.
- 11:023 Rate of Pay. Sick leave, when used, shall be paid at the rate of pay assigned to an employee's regular assignment on the day of use.
- 11:024 Emergency Situations. "Emergency situations" shall mean those events over which an employee has no control and which could not be foreseen as to occurrence or time of occurrence and which requires the immediate presence of the employee. This includes closure of library operations due to unforeseen emergencies.
- 11:025 Occurrence. An occurrence shall not be considered to have happened when sick leave use is made for doctor's appointments with at least forty-eight (48) hours advance notice.
- 11:03 Notification for Sick Leave Use. In order to use sick leave, the employee shall notify his/her immediate supervisor, if available; otherwise advise any supervisor or the library administrative office of said use as soon as practicable but in no case later than one-half (1/2) hour prior to the beginning of the employee's normal workday. This notice shall be provided daily, unless a physician's certificate provided to the employer states a specific time period during which return to work would not be possible.

11:04 Proof Required for Sick Leave Use. When an employee is absent for three (3) or more consecutive normal workdays on account of sickness or injury, the employee may be required to furnish proof of the sickness or injury by submitting a doctor's certificate on a form provided by the employer which shall set forth that the employee has been under the physician's care from a specified date for a specific condition and a statement that the employee is released from medical treatment and/or is capable of returning to work as of the first possible date and, in case of sickness or injury to a dependent member of the employee's household, that the dependent member has been under the physician's care from a specified date for a specific condition and a statement that an adult's presence was desirable for the care of the dependent member.

11:05 Extraordinary Proof Required for Sick Leave Use. When there appears to the employee's department head, in their discretion, to be a possible abuse of sick leave by an employee, the department head may require a physician's certificate similar to that required in 11:04 above for any subsequent absences occurring within one year after written notification by the department head that the employee appears to have abused sick leave. The physician's certificate required shall be provided upon return to work for all subsequent absences and failure to provide such certification shall be grounds for denial of sick leave and other appropriate disciplinary action.

11:06 Accumulated Sick Leave as Termination Benefits. An employee's estate shall receive 100% of the employee's accumulated sick leave upon death while employed with the City if the employee has been employed twenty (20) years or more at the time of the employee's death, and if the employee has been employed less than twenty (20) years, shall receive 50% of the employee's accumulated sick leave.

When any employee who has at least eight (8) years of continuous service with the employer and who is otherwise eligible for retirement benefits resigns, said employee shall receive compensation for any accumulated sick leave. Said compensation shall be 25% of the employee's accumulated sick leave paid in a lump sum at the employee's rate of pay with an additional 25% of the employee's accumulated sick leave paid directly by the city into a retiree health benefit savings account.

11:061 Accumulated Sick Leave as Termination Benefits for Employees not Eligible for Retirement. Employees with at least ten (10) years of continuous service with the employer but not eligible for retirement benefits shall receive compensation for accumulated sick leave upon resignation in good standing. Said compensation shall be 25% of the employee's accumulated sick leave paid in a lump sum at the employee's rate of pay at the time of resignation with a \$1,000 maximum payment.

11:062 For purposes of this paragraph, a "quit" shall be deemed a resignation in good standing when a resignation is submitted two (2) weeks in advance of the effective date.

11:07 Personal Leave. Effective April 1, 2001, of the ninety-six (96) hours of maximum annual accrual of sick leave, an employee may use up to thirty-two (32) hours each contract year as personal leave with the following limitations:

11:071 Usage. Personal leave shall be used in one-half (1/2) hour or more increments. An employee must have sixteen (16) hours of sick leave remaining in their sick leave bank after the personal leave is used. Requests to use personal leave must be made

to the employee's immediate supervisor at least forty-eight (48) hours prior to the leave's commencement.

11:072 Conflicting Requests. Personal leave requests will be granted as staffing permits on a first-come, first-serve basis; however, if two or more requests are received the same day, the length of employment with the employer shall govern and vacation leave and floating holiday leave will take preference over personal leave.

11:073 No Accrual. Any employee who does not use the annual maximum sick leave allowed as personal leave shall not be allowed to carry any sick leave over as personal leave into the succeeding calendar year.

11:08 Definitions. For purposes of this Article and the Agreement, the following terms shall have the meaning ascribed to them:

11:081 Abuse of Sick Leave. "Abuse of sick leave" may mean any instance where an employee attempts to use accumulated sick leave for a purpose not set forth in 11:021 above, exceeds the maximum personal leave established in 11:07 above, exceeds sick leave accrual balance, fails to provide a physician's certificate as required by 11:04 and 11:05 above, fails to provide proper notification as set out in 11:03 and 11:071 or has more than six (6) occurrences of sick leave use within six (6) calendar months. An occurrence shall not be considered to have happened when personal days are properly scheduled and used or when sick leave use is made for doctor's appointments with at least forty-eight (48) hours advance notice.

ARTICLE XII. LEAVES OF ABSENCE

(DUTY DISABILITY LEAVE)

12:01 Any non-probationary employee injured or becoming sick in the line of duty, including illness from smoke inhalation, gas or chlorine fumes, etc., shall be entitled to up to ninety (90) working days duty disability leave during the period of such disability. Duty disability leave pay is the gross pay the employee would have received in the position the employee was working at the time of injury or sickness.

(APPLICATION)

12:011 Application for duty disability leave shall be made in writing to the department head within twenty-four (24) hours of the incident giving rise to the disability or within twenty-four (24) hours of the time the employee learns or should have learned of the events or condition giving rise to the claim for duty disability leave, whichever is later. The application shall be combined with the accident report to be completed as one form by the employee. Failure to make application within the required time period shall result in loss of right to duty disability leave and to sick leave for said disability or condition. The employee shall submit, within ten (10) days of submitting said application, satisfactory certification of the disability by a physician. The City, however, reserves the right to have the human resources manager make a final determination of all claims for duty disability leave. Any disability leave shall be granted only for claims that are found to be compensable under the Workers' Compensation Act of the State of Illinois.

(USE)

12:012 Duty disability leave shall be taken in lieu of sick leave and shall not reduce the accumulated sick leave.

(WORKERS' COMPENSATION CREDIT)

12:013 Duty disability leave shall be in lieu of any workers' compensation otherwise payable and said acceptance and said application and approval of duty disability leave shall constitute a waiver of the right to workers' compensation benefits for the period said leave is taken. However, the City shall be entitled to a credit against workers' compensation benefits in accordance with state statute.

(SUBROGATION OF CLAIM AGAINST THIRD PARTIES)

12:014 Acceptance of duty disability leave constitutes a subrogation of any claim said employee may have against a third party on account of said injury or sickness insofar as medical payments and salary or wages are continued during said duty disability leave. An employee may not refuse to sign a notice of subrogation as a condition of receiving duty disability leave. Anytime an employee's efforts result in a recovery for the employer, the employer shall be required to share on a pro-rata basis the legal expenses.

(DEFINITION)

12:015 The term "working days" as used herein means the normal workday associated with said employee's normal workweek at the time said injury or sickness occurs.

(ACCUMULATION OF BENEFITS)

12:016 While an employee is on duty disability leave, seniority shall continue and the employee shall continue with any health insurance benefits afforded by the employer.

(WORKERS' COMPENSATION)

12:02 An employee shall be entitled to all benefits provided by the Workers' Compensation Act of the State of Illinois for any injury occurring in a line of duty and shall be entitled to any occupational disease benefits under the Occupational Disease Act of the State of Illinois, except as modified in 12:01-12:017. The employer, however, reserves all rights and defenses afforded the employer under said act.

(NON-DUTY DISABILITY)

12:03 A regular, non-probationary employee, absent because of sickness or disability including pregnancy, due to a cause not related to employment, shall use accumulated sick leave and vacation leave, provided no use of vacation leave hereunder may occur unless the absence, because of sickness or disability, exceeds five (5) working days, in which case the use of vacation leave shall relate back to the first day of absence. Should an employee continue absent for a number of days greater than accumulated sick leave and unused vacation leave because of such causes, said employee shall be granted a leave of absence upon written request to the library director. Should said absence continue beyond the leave of absence granted, the employee shall resign or be terminated.

(LIMITATIONS ON NON-DUTY DISABILITY LEAVE)

12:031 Claims for sick leave under 12:03 are subject to the same limitations as imposed by Article XI. In addition to said limitations, the library director shall have the right to require an employee who has informed them of employee's non-work related

sickness or disability and who continues to work to obtain a doctor's certificate that the employee is capable of performing the task required of the employee without danger to the employee's health (or, in the case of a pregnant female, without danger to the employee's health and the fetus' health) when the library director has reason to believe that the employee's performance is being adversely affected by the employee's condition. If the employee cannot provide said certificate within a reasonable time, the library director can require the employee to take the accrued rights provided in 12:03 to 12:034 and upon the employee's refusal to do so may dismiss the employee.

(MAXIMUM LEAVE OF ABSENCE)

12:032 An employee who requires and makes application for a leave of absence under 12:03 shall be granted a leave of absence without pay for a maximum of one (1) year and shall be required to submit periodically, but not less frequently than once (1) per month, medical evidence that the employee is still disabled or sick.

(RE-EMPLOYMENT)

12:033 An employee resigned or terminated under 12:03 shall be exempt from testing other than medical examination and shall be given preference in hiring for a vacancy in a position of the same or lower grade for a period of one (1) year after the date of termination or resignation. Appointment under this provision, however, shall require a written finding by the department head that said employee meets the current qualifications for the position for which preference is claimed.

(PYRAMIDING AND GRIEVANCES)

12:04 So as to preclude double compensation for the same sickness or injury, workers' compensation or pension shall not be claimed or payable for periods during which sick leave or duty disability leave is claimed or payable or vice versa. Sick leave, duty disability leave and/or pension may not be claimed for the same period. If pension is claimed for the same period in which workers' compensation is paid, any set-off allowed by law shall be made.

12:041 Disputes arising out of the denial of duty disability leave or non-duty disability leave may be grieved at Step 2 of the grievance procedure.

(BEREAVEMENT LEAVE)

12:05 When death occurs in the immediate family of a regular employee and the employee attends the funeral or is required to make arrangements therefore, the employee shall be excused and paid for a reasonable amount of time lost from work because of the death. Bereavement leave may begin on the day of the death or on the day after the death and shall continue over the next regularly scheduled workdays, but in no event shall it exceed four (4) normal workdays. Bereavement leaves may also be used for delayed burial or memorial services and, in such cases, days taken need not be taken consecutively, but in no event shall said leave exceed four (4) normal workdays. For the purpose of this section, members of an employee's immediate family shall include the employee's grandmother, grandfather, granddaughter, grandson, father, mother, mother-in-law, father-in-law, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchild, stepfather, stepmother, stepbrother, stepsister, spouse's grandmother or grandfather or any significant other person residing in the same household as the employee. For purposes of this paragraph, "significant other person" shall mean those included as relatives in the nepotism policy of the employer. The employee shall be allowed to use an

additional two (2) days of earned paid leave or excused unpaid leave in conjunction with bereavement leave.

(EDUCATIONAL PAY)

- 12:06 If it is in the best interest of the employer, the library board may approve educational leave without pay for a maximum period of one (1) year. To qualify, the employee must submit a letter of acceptance to an educational institution and the course of study proposed to be undertaken. The library board shall then determine if such course of study is directly related to the employee's job duties or job duties the employee could reasonably be expected to perform in the future and that said course of study, because of its unavailability during non-scheduled hours or because of its unavailability within the area, requires the employee's absence. Upon completion of the course of study or after one (1) year, whichever is sooner, the employee shall submit proof of completion of said course of study or that portion stated in the employee's request. Upon submission of such proof, the employee may exercise his seniority rights set forth in the article on lay-offs and recalls.

(UNION BUSINESS LEAVE)

- 12:07 Two (2) (but not more than one from any one department) union officers or representatives may be entitled at any time to leave without pay for the purpose of attending union conventions or other official union business. Said leave shall not exceed five (5) consecutive normal workdays. Union business leaves shall not exceed a total of thirty (30) days of unpaid leave per year for the entire bargaining unit and not per employee. Such leave shall be granted by the library board or its designee. The request for such leave shall be filed with the library director at least twenty (20) days in advance of the time said leave is proposed to commence. Subject to staffing needs as determined by the library director or designee, union business leave of less than one (1) day may be approved without regard to the twenty (20) days advance notice.

(JURY DUTY)

- 12:08 Any employee who is required to serve on a jury during their normal workday shall be given leave with pay. The employee shall be paid, though, only the difference between the regular rate of pay and jury fees received. The employee shall present proof of service and must report immediately for work if discharged from the jury before employee's normal workday ends.

(UNSPECIFIED LEAVES OF ABSENCE)

- 12:09 A leave of absence without pay, which is in the mutual interest of the library and the employee, may be granted an employee who has used vacation, floating holidays and appropriate accrued sick leave, with the approval of the employee's department head and the library director and whenever the library director, in the library director's sole discretion, determines that the needs of work are such to allow the employee's absence or that a qualified temporary replacement can be found or that the leave requested is of a duration that the needs of work will not be adversely affected. Such leave shall not exceed ninety (90) calendar days. Examples of the reasons for such leave (without attempting to limit the broad scope of possible reasons for such leave) are that an employee is seeking psychological, medical or lay counseling to treat alcoholism, drug addiction or a mental disorder which is adversely affecting the employee's job performance or could reasonably be expected to do so in the future if remained untreated, extended bereavement leave or that a parent of either sex seeks parental leave to care for a newly born, newly adopted or seriously ill child.

(USE OF LEAVE)

- 12:10 The intended purpose of each leave has been specified in Articles XI, XII, XIII and XIV and no employee who is authorized to be on one of the leaves specified herein shall use said leave for other than its intended purpose. If an employee uses the leave for other than its intended purpose, discipline shall be imposed. Approval for gainful employment during said leave shall be obtained from the library board.

ARTICLE XIII. HOLIDAY LEAVE

(HOLIDAYS)

- 13:01 The employer shall observe the following days as holidays and may shut down all or part of its operations on said days at its discretion:

New Year's Day
President's Day
Spring Holiday
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Day After
Christmas Eve Day
Christmas Day
New Year's Eve Day

Should one of the days above specified fall on a Sunday, the holiday shall be observed on the following Monday. If one of the days above specified fall on a Friday, the holiday shall be observed on that Friday; however, for those not scheduled to work on that date, there shall be added to their floating holidays one (1) additional day. If one of the days above specified fall on a Saturday, the holiday shall be observed on that Saturday; however, for those not scheduled to work on that date, there shall be added to their floating holidays one (1) additional day.

All non-probationary, regular city employees are entitled to leave with pay for one (1) normal workday in the calendar month in which the employee's birthday falls. In order for a non-probationary, regular employee to accrue a birthday holiday, his/her actual birthday must occur after his/her probationary period has ended. Said leave shall be requested as set forth in 13:012. If an employee's request for leave is not approved and if no other day can be mutually agreed upon by the employee and the department director, the employee shall be entitled to pay at the rate of two-and-one-half (2-1/2) times the employee's regular rate of pay for all time worked on the day requested.

- 13:011 Those employees whose regular day off coincides with an observed holiday as specified by 13:01, shall be entitled to schedule another day off as a floating holiday in lieu of the observed holiday with the scheduling approval of the department director.

- 13:012 Floating holidays may be taken with the approval of the employee's immediate supervisor and may be scheduled in conjunction with vacation or other leave;

however, requests for same must be made in writing at least forty-eight (48) hours prior to the beginning of the requested floating holiday.

13:013 Floating holidays must be taken within one (1) year after accrual or be forfeited.

13:014 If at the time of termination for any reason an employee has accrued, non-forfeited floating holidays, employee shall be paid for same.

13:02 All regular and probationary employees are entitled to holiday leave with pay on the days specified in 13:01 above with the exception of the birthday holiday for probationary employees. Holiday leave pay for a part-time employee shall be based on the average percentage of the workweek the employee is normally scheduled to work.

(RATE OF PAY)

13:03 The rate of pay for holiday leave shall be the rate of pay assigned to the employee's regular assignment to work on the date of use.

(OVERTIME PAY FOR HOLIDAY WORK)

13:04 Should an employee be required to work on one of the days specified in 13:01 above, they shall be paid two-and-one-half (2-1/2) times their regular rate of pay for all time worked on the holiday.

(LIMITATIONS ON HOLIDAY LEAVE)

13:05 The following constitutes limitations on the use of holiday leave:

13:051 If an employee is on unpaid leave status the last normal workday before the dates specified in 13:01 above or the first normal workday after the dates specified in 13:01 above, the employee will not be entitled to holiday pay.

ARTICLE XIV. VACATION LEAVE

14:01 All regular employees, except current librarians who were librarians prior to April 1, 2001, shall accrue paid vacation leave as follows:

14:011 For those with one (1) year but five (5) years or less of continuous employment, the accrual shall equal two (2) weeks per year.

14:012 For those with more than five (5) years but ten (10) years or less of continuous employment, the accrual shall equal three (3) weeks per year.

14:013 For those with more than ten (10) years but twenty (20) years or less of continuous employment, the accrual shall equal four (4) weeks per year.

14:014 For those with more than twenty (20) years of continuous employment, the accrual shall equal five (5) weeks per year.

14:015 Part-time employees shall have said accrual pro-rated on the basis of the average percentage of the workweek the employee is normally scheduled to work.

- 14:016 For seasonal or temporary or probationary employees who become regular employees, vacation accrual will be retroactive to the starting date of their last continuous employment with the employer.
- 14:02 Bi-weekly accrual rates shall be determined by dividing the above hours by twenty-six (26).
- 14:03 Any fractional day of vacation leave accrual existing on the anniversary date or at termination of an employee shall be rounded to the next full hour.
- 14:04 In order to accrue the full vacation leave in any payroll period, an employee must work or be on paid leave status or military leave (less than thirty [30] days in duration) or unpaid leave status (five [5] days or less in duration) for eighty (80) straight time hours. If an employee is not at work or on such leave status for eighty (80) straight time hours during that payroll period, the employee's vacation accrual during that payroll period shall be reduced by the same percentage that the hours not worked and not on such leave status bear to eighty (80) hours. In the case of unpaid leave status less than five (5) days from the end of the payroll period and from which the employee has not returned to work, the employer shall credit the employee's accrual and make any necessary adjustments in the next payroll period.
- 14:05 Vacation leave shall be compensated at the rate of pay assigned to the employee's regular assignment on the date used.
- 14:06 Maximum vacation leave accrual for any employee shall be two (2) years accrual of vacation leave at the allowable rate from his anniversary date; and any vacation leave accrual above said maximum shall be forfeited until such accrual is reduced below said maximum by usage.
- 14:07 Upon taking vacation leave, the amount taken shall be deducted from that accrued; however, when a holiday falls within an employee's scheduled vacation, holiday leave and not vacation leave will be charged. No sick leave, except for hospitalization or disability, may be charged during a scheduled vacation.
- 14:08 The following rules apply to vacation scheduling:
- 14:081 The maximum consecutive use of vacation leave shall be eighty (80) hours, unless the library director determines that work and staffing needs will permit additional usage. The minimum usage shall be one-half (1/2) hour and usage shall be in increments of one-half (1/2) hour.
- 14:082 The employer may make reasonable rules concerning the maximum number of employees off for any reason and may limit said rules to one or more departments.
- 14:083 Employees will submit vacation leave requests as follows:
- For periods of greater than thirty-two (32) hours, requests must be made within twelve (12) months of use.
- For periods of thirty-two (32) hours or less, requests must be made within six (6) months of use.

- 14:084 Vacation leave requests shall be approved on a first-come, first-serve basis; however, if two or more requests are received on the same day, the length of continuous employment with employer shall govern.
- 14:09 Vacation leave requests of thirty-two (32) hours or less must be made to the employee's immediate supervisor at least forty-eight (48) hours prior to the leave's commencement. Vacation leave requests of more than thirty-two (32) consecutive hours must be made to the employee's immediate supervisor at least fourteen (14) calendar days prior to the leave's commencement. Such requests will be granted as staffing permits on a first-come, first-serve basis and shall be subject to any rules issued pursuant to 14:082.
- 14:10 An approved vacation leave request may be canceled by the library director for purposes of filling in because of vacancy, sickness or disability if done on or before the third Friday before the payroll period in which said leave commences. An approved vacation leave request may be canceled by the library director for said reasons or a bona fide emergency at any time after the third Friday before the payroll period in which said leave commences, but all work performed shall be compensated at one-and-one-half (1-1/2) times the employee's regular rate of pay for said work. In addition, if the overtime rate is applicable, the employer shall reimburse the employee for all documented loss of travel or lodging deposits. An employee whose leave is canceled pursuant to this paragraph may reschedule vacation leave to any other reasonable time regardless of any deadlines set forth in 14:083. Requests for cancellation of vacation with less than forty-eight (48) hours notice from the employee may not be approved.
- 14:11 Employees may not receive advances on vacation leave accrual and may not use accrued vacation leave until they have completed ninety (90) days of their probationary period.
- 14:12 Employees terminating for any reason or who die shall receive pay for all accrued, non-forfeited vacation leave at the rate of pay assigned to the employee's regular assignment on the date of termination or death.

ARTICLE XV. WAGES

- 15:01 On or after the beginning of the first payroll period beginning on or after January 1, 2018, employees shall receive a two-and-eight-tenths percent (2.80%) across-the-board general wage increase applied to their then current rate.
- 15:011 On or after the beginning of the first payroll period beginning on or after January 1, 2019, employees shall receive a two-and-eight-tenths percent (2.80%) across-the-board general wage increase applied to their then current rate.

(ANNUAL INCREASES)

- 15:02 Employees who are below the maximum of their pay range shall be eligible on their classification anniversary date, in accordance with past practices, to receive an adjustment equal to a zero percent (0%) wage increase but not to exceed the maximum of the pay range. Employees whose wage rates are at or exceed the top of their pay range shall be eligible on their anniversary date, in accordance with past practice, to receive a lump sum payment equal to zero percent (0%) of the top rate of their pay range.

(PAY RANGE)

- 15:03 Each employee shall be assigned to a pay range having a minimum and maximum rate as shown in the attached Exhibit "E". The minimum and maximum of each pay range shall be adjusted on the same dates and in the same percentages as the general wage increases as stated in Paragraph 15:01.

(PAYDAYS)

- 15:04 Payrolls shall be on a bi-weekly basis and payday shall be the Friday following the end of a payroll period (the first workday prior to Friday if Friday is a holiday). Checks shall be distributed at or before 9:30 A.M. on paydays; however, if a holiday occurs during the week the payroll checks are to be distributed, then payroll checks may be distributed on or before noon if necessary.

(PROMOTIONAL PAY)

- 15:05 When an employee is promoted to a position in a higher grade, their wage shall be increased to the greater of: (a) the minimum rate of the higher grade or (b) a percentage increase equal to the percentage difference between the minimum rate of the old grade and the minimum rate of the higher grade not to exceed 10%. In no case shall an employee be paid more than the maximum of the pay grade of their new classification.

(RETROACTIVE PAY)

- 15:06 Any retroactive wage payments shall only apply to those employed as of the date of execution of this agreement and, in addition, those retired during the retroactive period.

ARTICLE XVI. SPECIAL DUTY PAY

(COURT TIME)

- 16:01 If, as the result of the lawful performance of their duties on behalf of the employer (which shall not include actions taken or performance of duties during gainful employment with one other than the employer), an employee is subpoenaed as a witness to appear or notified to appear in court or court-related proceeding or before the coroner on their scheduled day off or outside their normal workday, the employee shall be compensated as follows:

16:011 For each appearance in a day (an appearance may include one [1] or more cases), the employee shall be paid one-and-one-half (1-1/2) employee's regular rate of pay for all hours required in the appearance, provided such time does not overlap the employee's normal workday period. Each employee shall receive, as a minimum, pay for two (2) hours at their regular rate of pay.

16:012 When an appearance begins in an employee's normal workday, but extends past the quitting time thereof, the employee shall be paid a minimum of one-half (1/2) hour at one-and-one-half (1-1/2) times employee's regular rate of pay and shall be paid at said overtime rate for each fractional tenth of an hour or part thereof over one-half (1/2) hour.

16:013 When an appearance falls solely within the employee's normal workday, the employee shall not receive additional compensation, but shall be excused, of course, for the purpose of making said appearance.

16:014 An employee shall have deducted from any pay, witness fees (but not reimbursement of expenses) received by the employee for the purpose of appearing hereunder.

16:015 Court time shall be paid exclusively as provided above and no prior provision in this agreement shall apply to court time.

Court time paid, as provided above, shall not count toward the computation of overtime nor shall it be considered time worked or paid for within the meaning of any other provision of this agreement (except under 16:013).

16:016 It is agreed that employees have a responsibility to respond to subpoenas when properly issued and served by a court or agency having jurisdiction and power to do so. Therefore, when a subpoena is received for a matter not resulting from the performance of the employee's duties with the employer, the employee shall be released from work to respond to said subpoena upon presentation of same to employee's immediate supervisor, but said release shall be without pay; however, vacation time may be used by a subpoenaed employee.

16:017 It is agreed that the employer shall provide service of subpoenas and notices to appear, whenever reasonably possible, at least twenty-four (24) hours prior to the appearance time. The employer does not assume any responsibility for subpoenas and notices which it does not issue or has not caused to be issued.

16:0171 The term "subpoena" includes summons for purposes of 16:016-16:017.

(MILEAGE REIMBURSEMENT)

16:02 Employees authorized in writing by the library director to use their personal cars in the course of performance of duty shall be reimbursed for such use at the per mile rate allowable, at the time of personal car use, by the Internal Revenue Service of the United States. Employees are required to maintain daily logs of such usage and to report mileage by date and trip on the last day of the payroll period (employees may elect to report on a three [3] payroll period basis) and receive reimbursement on the payday of the succeeding payroll period.

(EDUCATIONAL INCENTIVE)

16:03 If the employer requests or requires an employee to attend a conference, workshop, seminar, convention or training or academic course, the employer shall compensate the employee as follows:

16:031 If the course is outside the Quad Cities proper, the employer will pay all necessary travel and meal and lodging expenses.

16:032 The employer shall pay for all tuition.

16:033 If the course requires release from the employee's normal workday, the employee will be so released and will continue to receive their normal salary or wage.

16:034 Any additional compensation shall be as provided by the Fair Labor Standards Act (FLSA).

- 16:035 Whenever the total cost to the employer exceeds \$1,000, compensation under 16:031 and 16:032 is contingent upon the employee's agreeing in writing to work for the employer for at least twenty-four (24) months after completion of said course or to repay to the employer a pro-rata share of said total compensation provided under 16:031 and 16:032 (said pro-rata share being figured on the basis of one twenty-fourth [1/24] of the total being forgiven for each complete calendar month of service).
- 16:036 The employer has the right to waive any of the provisions of this article or any other provision of this agreement if said waiver is required to obtain reimbursement from another governmental entity or a school or a private foundation for the training or education of its employees.
- 16:04 If the employer does not request an employee with two (2) years continuous employment with the employer to seek additional education or training but an employee with two (2) years continuous employment does so on their own and has the prior written approval of the library director, the employer shall reimburse said employee for tuition required by a course of study directly related to or required as part of a course of study directly related to the said employee's job duties. Reimbursement shall take place upon proof of payment by said employee and by submission within forty-five (45) days of completion of a certificate of satisfactory completion by the instructor (satisfactory completion shall consist of a C or better or its numerical equivalent or a certificate of completion).

ARTICLE XVII. INSURANCE

(HEALTH INSURANCE PROGRAM)

- 17:01 A health insurance, prescription drug, dental benefit and vision benefit program as described in the City of Moline Health Benefit Plan booklet (hereinafter referred to as "health insurance program"), shall be offered to all regular employees. The actual plan document shall be the basis of any final interpretation for eligibility and benefits.

Refer to Exhibit F for premium and benefit changes and for premium increases effective January 1, 2018 and January 1, 2019.

In the event the cost of insurance exceeds the established cap in effect January 1, 2019, either party may notify the other of their intent to modify, in writing, no later than October 1 of each year.

Coverage for dependents shall be defined as under the present policy.

Employees shall have the option to elect not to be covered under the city's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

(JOINT COMMITTEE)

- 17:02 The city and the union agree that a joint committee composed of one member from AFSCME Local 1132, one member from the IAFF Local 581, one member from FOP Lodge 77 and one member from UAW Local 2282 and an equal number from management, shall continue in existence and meet at least quarterly to review the operation of any health insurance program for the purpose of making recommendations, if any, to management concerning improved techniques of operation.

17:021 Each union shall be entitled to select, by whatever method it chooses, one representative and an alternate from its retiree population in the health insurance program group to attend the meetings of said joint committee as an observer and to address the committee on matters on the committee agenda. Such representative shall not have a vote and the presence of same is not intended to alter the bargaining relationship of the parties in any way whatsoever.

17:022 The existence of said joint committee is not intended to relieve the city from any statutory requirements to inform members of the bargaining unit of their rights and duties under the health insurance program, the obligation to supply upon request information to the exclusive representation concerning the health insurance program or to take the place of informational meetings with the bargaining unit of its retirees.

(CONTINUATION OF BENEFITS WHILE ON LEAVE [OR LAY OFF])

17:03 The city shall continue benefits under group health insurance as set forth above while an employee is on paid leave. When an employee is on leave without pay or lay off for periods greater than the period ending on the last day of the calendar month in which the leave or lay off began, the employee shall be responsible for maintenance of a conversion coverage during such periods.

(CONTINUATION OF COVERAGE AFTER RETIREMENT)

17:04 The city will pay the employer's share of the health insurance premiums of the City of Moline's group health insurance program for retired employees aged 50 to 65 and for those employees who are on a disability pension at any age. However, the city shall not pay the health insurance premium for those retired who are eligible to be covered by another health insurance program due to subsequent employment. Furthermore, the city shall require the retired or disabled employee to file a statement annually indicating that they are not eligible through employment with another employer to be covered by another health insurance program. If a retiree once eligible becomes ineligible to be covered by another health insurance program or leaves said employment, that retiree shall be allowed coverage under the city's group health insurance program, but at retiree's cost. However, any coverage under said group health insurance shall be such that Medicare shall be the primary coverage.

Retired employees, for purposes of the article, include only those having eight (8) years of service or more at the time of retirement and who received a pension for that service at the time of retirement.

Any retiree only shall have the right to choose coverage for themselves and their dependents under medical, prescription drug, dental and vision coverage and may not omit any of the coverages.

Refer to Exhibit F for premium and benefit changes and for premium increases effective on January 1, 2018 and January 1, 2019. However, the city may increase monthly retiree contributions, if the cost of insurance substantially increases; provided, however, that any such increases shall be based upon any increase in the total premium to be paid by retirees under 50 with dependents under 65. Any such increases shall be effective January 1, 2018 through January 1, 2019.

(IRC 125 PLAN)

- 17:05 The city shall maintain its current flexible benefit plans under IRC Section 125. Any amounts established under such plans shall be divisible evenly by 24 and shall be deducted from the first and second paychecks each month.

(OTHER HEALTH AND WELFARE BENEFIT PLANS)

- 17:06 The city shall afford and provide all other health and benefit plans required by law of the City of Moline. Any such plan permitted by state law, but not required by home rule municipalities, shall not be included within the meaning of this provision.

(DURATION OF BENEFITS)

- 17:07 Subject only to the city's duty to bargain, the benefits provided for in this article are guaranteed only for the term of the agreement and the city does not assume any liability hereunder other than to maintain the health benefit plan in force for the duration of the agreement.

**ARTICLE XVIII. CLASSIFICATION, POSITION, JOB DESCRIPTION
AND PAY GRADE**

(INITIAL REVIEW)

- 18:01 The employer currently has a classification system for employees covered by this agreement; and all said employees are assigned a position within said classification system and a pay grade therefore; and each position has a job description. The union agrees that, as of the date of execution hereof, each position, classification, job description and pay grade are properly allocated therein.

(NEW CLASSIFICATION)

- 18:02 The rate of compensation of any new classification introduced into the unit shall be negotiated.

(PROCEDURE FOR REVIEW OF IMPROPERLY ALLOCATED POSITION)

- 18:03 An employee, having facts which lead the employee to believe that they are improperly classified because of changes in duties occurring after the date of execution hereof, may submit same at the Step 3 Grievance Procedure; however said grievance must be submitted within fifteen (15) working days after a change in the duties has been made.

Should any response of said grievance procedure constitute a reallocation of position, no change in pay resulting there from shall be effective before the date the grievance was formally filed.

ARTICLE XIX. FREEDOM FROM POLITICAL REPRISAL

- 19:01 All employees, the union and the employer shall abide by the Hatch Act. In addition, no employee shall engage in, and neither the employer, its supervision, nor the union may require or request that an employee perform the following:

19:011 Soliciting contributions for any political party or candidate or engaging in any political activity during working hours.

19:012 Using the employee's position with the employer to solicit contributions for or on behalf of any political party or candidate.

- 19:013 Securing or attempting to secure in any manner, for any other person, an appointment or advantage in appointment, to a position or an increase in pay or other advantage of employment in any such position for the purpose of influencing the vote or political action of that person or for any other consideration.
- 19:014 Soliciting contributions of money or any other thing of value or service to a candidate seeking election or a political party of a candidate's political committee from any fellow employee and especially any employee who is supervised or has work directed by the soliciting employee.
- 19:015 This subsection shall not be construed to prohibit any employee or group of employees individually or collectively from expressing honest opinions and convictions or from engaging in political activity permitted by the Hatch Act and from supporting candidates of their choice. Neither the union, employees, the employer or supervision will condone violations of the above.
- 19:02 No employee shall be disciplined or rewarded by reason of his or her political affiliation, personal contributions or political beliefs by the employer or by the union.

ARTICLE XX. MISCELLANEOUS MATTERS

(PARKING PRIVILEGES)

- 20:01 The employer shall provide free employee parking for employees that is reasonably well lit and within a reasonable distance from the work site.

(DISTRIBUTION OF AGREEMENT)

- 20:02 The employer shall provide each existing employee and all new employees with a copy of this agreement at employer cost. In addition, the employer will maintain three (3) copies of this agreement on file with the library director for public inspection and provide three (3) copies of this agreement to the union. Should any employee or the union desire more copies, the employer will provide additional copies at cost.

(EMPLOYER AWARD PROGRAMS)

- 20:03 The employer, solely or in conjunction with the city and at its discretion, may institute a program or programs for recognition of good attendance, meritorious service, productivity improvement suggestions and other areas of outstanding achievement by employees. The program(s) design shall be within the sole control of the employer; however, the employer will provide the union a copy of any proposed design at least thirty (30) days prior to its proposed effective date and consider union suggestions relating to said design.

(INCOMPATIBLE ACTIVITIES)

- 20:04 All employees shall abide by state statutes, federal laws and city ordinances governing conflict of interest and incompatible activities.

(INFORMATION)

- 20:05 The employer shall provide the union with copies of board agendas and public meeting notices as it provides same to the news media.

(UNIT RULES)

20:06 A management-labor committee shall be formed for the purpose of jointly discussing written work or conduct rules for the unit as a whole proposed by the employer. The committee shall consist of three members selected by the employer and a total of three members selected by the union from the bargaining unit. The library director will serve as the chairperson of the committee. Proposed rules for the unit will be brought before the committee for discussion only and the employer retains the right to issue any unit rule it determines proper, necessary or desirable. Copies of any unit rules created by the employer will be provided to the union and the employer shall post the rules.

(DEFINITION OF "DAYS")

20:07 The term "day" as used in this agreement shall mean calendar days, unless specifically identified as "working" days. If any due date falls on a date the appropriate office is not open for business, the due date is automatically extended until the next date the office is open.

(SMOKING)

20:08 Library employees shall comply with the city's policy on smoking in public buildings as established by the city administrator.

ARTICLE XXI. SAFETY

21:01 All reasonable safety rules governing health, safety appliances and devices and sanitary conditions and conduct shall be complied with by the employer, employees and the union, including its agents. Any hazards or unsafe conditions shall be reported to the employee's immediate supervisor or, in the absence of the immediate supervisor, another supervisor on duty.

(INSPECTIONS)

21:02 Aside from normal daily inspection by non-bargaining unit personnel, the employer may utilize a designated safety advisor to investigate and inspect any or all facilities, procedures or practices. Employees and the union and its agents will cooperate fully with said advisor during investigations and inspections, including following any instructions given by said advisor as though work instructions given by supervision.

21:03 The designated safety advisor will notify the union as to the date and expected time, but not the place or subject of an investigation and/or inspection by said advisor; and employer will release one union safety investigation observer from attendance for the period of the investigation and/or inspection if it would occur as to working hours. Such time will be paid. The observer may offer comments to the advisor during such time, but shall neither act as nor have the responsibility of the safety advisor.

(SUGGESTIONS AND SAFETY COMMITTEE)

21:04 The union may designate a total of two (2) employees from the bargaining unit and the employer two (2) individuals to serve as the safety committee. The city's loss control manager shall serve ex-officio as secretary and shall not vote except in case of ties.

21:05 Minutes of safety committee meetings, including a record of any recommendations, will be taken by the secretary. A copy of such minutes will be furnished to any member of the committee and a copy of the minutes, as well as any material received by the committee, will be kept on file by the secretary for employee reference.

- 21:06 The safety committee will meet to discuss and make written recommendations to the employer on work safety and sanitation and on requiring protective clothing and devices, as scheduled by the secretary. The employer will pay the employee members for actual time spent in such meetings at the employee's straight time rates.
- 21:07 The safety committee members will receive any suggestions made in writing to the committee in care of the secretary. Suggestions may be made by employees, non-bargaining unit personnel or the employer's designated safety advisor. The existence of the safety committee does not affect the right of any employee to forward written safety and sanitation suggestions to their department head or supervisor.
- 21:08 If the employer initiates any recognitions or awards for safety suggestions, the members of the committee will be ineligible for said recognitions or awards.

(REPORTING)

- 21:09 Any and all accidents, injuries or illnesses of whatever kind or severity occurring while at work shall be orally reported to supervision immediately and to the city's loss control manager within 24 hours in writing on forms provided by the city. The employer may require additional reporting by rule or work instruction.

Failure to report as required, unless physically impossible, shall automatically disqualify the employee from sick pay and duty disability pay. In addition, such failure to report to supervision shall be disciplined as failure to perform work instructions.

- 21:10 Written safety rules generally applicable shall be distributed to all employees and/or posted as set out in Article XX, Section 20:06, while written safety rules applicable only to certain assignment(s) shall be posted in the department(s) involved in the assignment(s).

ARTICLE XXII. NO STRIKE - NO LOCKOUT CLAUSE

- 22:01 During the term of this agreement, no strikes of any kind or interruption of work or other concerted action affecting work or productivity or observance of work rules or instructions shall be caused or sanctioned by the union or any member thereof.
- 22:02 During the term of this agreement, no lockout of employees or layoff or any other action affecting pay or other conditions of employment or work rules or work instructions shall be instituted by the employer for the purpose of affecting the collective bargaining relationship.

ARTICLE XXIII. EFFECT OF AGREEMENT

- 23:01 The parties agree that during negotiations which culminated in this agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by law from that right and opportunity. The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement. During the term of this agreement, these provisions and conditions may be altered, changed, added to, deleted from or

modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this agreement.

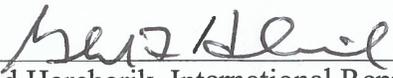
- 23:02 All conditions of employment, ordinances, practices and policies in effect covering employees in the bargaining unit established in Article II of this agreement, prior to and at the time this agreement become effective, are or can become by employer action null and void and of no further binding force or effect. This agreement terminates and supersedes all past practices, proposals or counter proposals, agreements, procedures, traditions, ordinances, policies and rules and regulations on all matters covered herein and the interpretation thereof.
- 23:03 Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this agreement if not affected by the deleted article, section or clause. The parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.
- 23:04 The parties hereto recognize that the city is a home rule unit. Therefore, the provisions of this agreement shall be supreme when same conflict with a city ordinance or a state statute which is within the city's home rule powers to adopt conflicting provisions thereto. The provisions of this agreement shall not be construed as requiring either party to do anything inconsistent with any state statute which is not within the home rule powers of the city to change or ignore or with any federal law applicable to a municipality or an order or decree of judgment of any court having jurisdiction over the parties.
- 23:05 This agreement constitutes the sole understanding between the parties.

ARTICLE XXIV. TERM

- 24:01 The term of this agreement shall begin on the date of execution and shall remain in full force and effect until December 31, 2019, but no provision shall be retroactive prior to execution date unless otherwise specified. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided.
- 24:02 Should either party desire to modify or terminate this agreement on its termination date, said party must notify the other party in writing on or before September 30, 2019, and shall present its initial demands in writing at said time. The parties hereto, upon presentation of such notification and demands, shall commence negotiations no later than thirty (30) days thereafter and shall negotiate in good faith on such demands for a period no shorter than sixty (60) days thereafter. All provisions of this agreement shall remain in effect during the period of negotiation and any impasse procedure set forth in 5 ILCS 315/1 et. seq., applicable to this bargaining unit.
- 24:03 If either party desires to terminate this agreement at any time after December 31, 2019, and if the terminating party has presented demands as specified in 24:02 and if impasse under negotiations held pursuant to 24:02 has occurred, said party shall provide the other party written notice at least ten (10) days prior to the termination date.

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA,
UAW and its Local Union No. 2282

MOLINE PUBLIC LIBRARY
BOARD OF TRUSTEES


Gerald Harcharik, International Representative


Gary Koeller, President

Date: 1-18-18

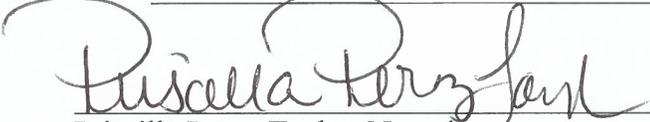
Date: 1-18-18


Michael Crawford, Chairperson Representative

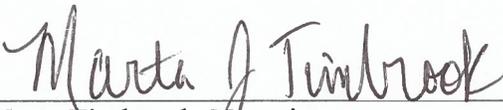

Regina Nelson, Secretary

Date: 1-18-18

Date: 1-24-18

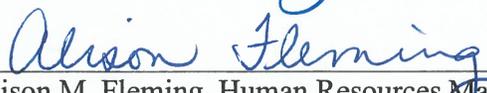

Priscilla Perez-Taylor, Negotiator


Bryon Lear, Library Director


Marta Timbrook, Negotiator

CITY OF MOLINE, ILLINOIS


Maureen E. Riggs, City Attorney


Alison M. Fleming, Human Resources Manager


Raymond P. Forsythe,
Planning and Development Director

APPROVED AS TO FORM:


Amy L. Keys, Deputy City Attorney

EXHIBIT A

**PRESENT MANAGERIAL, SUPERVISORY, PROFESSIONAL,
TECHNICAL AND CONFIDENTIAL POSITIONS OR CLASSIFICATIONS
NOT OTHERWISE EXCLUDED CLASSIFICATIONS**

Library Director
Administrative Assistant
Adult/Young Adult Services Coordinator
Children's Services Coordinator
Circulation Services Coordinator
Library Development/Marketing Coordinator
Systems & Technical Services Coordinator
Varying Part-time Pages

EXHIBIT B

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE CITY OF MOLINE

Date: _____

I hereby assign to Local Union No. 2282 International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the financial officer of said Local Union No. 2282 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the union at such times and in such manner as may be agreed upon between you and the union at any time while this authorization is in effect.

This assignment, authorization and direction shall be revocable as provided in paragraph 3:014 of the labor agreement by the employee filing with the employer written revocation as set forth in Exhibit C of the labor agreement. Said revocation shall be effective beginning with the first full payroll period occurring at least five (5) days after receipt.

This authorization is made pursuant to paragraph 3:01 of the labor agreement; C.48, Para. 1606(f), Ill. Rev. Stat.; and C.85, Para. 472, Ill. Rev. Stat.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

(Signature of employee here)

(Address of employee)

(Type or print name of employee)

(City) (State) (ZIP)

(Date of signature)

(Employee clock number)

(Social Security number)

(Date of delivery to employer)

EXHIBIT C

DUES ASSIGNMENT AUTHORIZATION REVOCATION

I, _____, hereby revoke and make null and void any assignment of monies due and owing to me from the City of Moline, Illinois, to International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Amalgamated Local Union No. 2282 as membership dues; said revocation to be effective no later than the first payroll occurring five (5) days after receipt thereof.

Dated: _____

Signature of employee _____

Type or print name of employee _____

Street address _____

City, State and ZIP _____

Employee's number _____

Employee's Social Security No. _____

Date of receipt and by whom _____

EXHIBIT E
CLASSIFICATIONS & PAY PLANS
Page 1 of 2

UAW CLASSIFICATIONS

<u>Classification</u>	<u>Grade</u>
Lead Library Page	3
Library Assistant	10
Library Assistant/Van Driver	10
Library Associate	12
Library Associate/Printer	12
Library Technician	12
Librarian	16

UAW Pay Plan
Effective January 7, 2018
2.80% GWI

Grade		Minimum	Maximum
3	A	27,893.84	42,443.23
(U03)	BW	1,072.84	1,632.43
	H	13.4105	20.4054
10	A	39,249.18	59,722.21
(U10)	BW	1,509.58	2,297.01
	H	18.8698	28.7126
12	A	43,271.90	65,843.23
(U12)	BW	1,664.30	2,532.43
	H	20.8038	31.6554
16	A	52,597.79	80,032.78
(U16)	BW	2,022.99	3,078.18
	H	25.2874	38.4773

EXHIBIT E
CLASSIFICATIONS & PAY PLANS
Page 2 of 2

UAW Pay Plan

Effective January 6, 2019

2.80% GWI

Grade		Minimum	Maximum
3	A	28,674.88	43,631.74
(U03)	BW	1,102.88	1,678.14
	H	13.7860	20.9768
10	A	40,348.26	61,394.53
(U10)	BW	1,551.86	2,361.33
	H	19.3982	29.5166
12	A	44,483.50	67,686.94
(U12)	BW	1,710.90	2,603.34
	H	21.3863	32.5418
16	A	54,070.43	82,273.78
(U16)	BW	2,079.63	3,164.38
	H	25.9954	39.5547

EXHIBIT F
HEALTH INSURANCE PLAN

The city shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the city's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

Premium Effective January 1, 2018

Effective January 1, 2018, the employee's share of the New Rate Total will be 20% and the employer's share of the New Rate Total will be 80%.

Coverage Type	New Rate City	New Rate Employee/Retiree	New Rate Total 1/1/18
Single - Active	\$454.82	\$113.70	\$568.52
Family - Active	\$1,187.11	\$296.76	\$1,483.87
R <65 >50	\$454.82	\$113.70	\$568.52
R >65	\$0.00	\$296.76	\$296.76
R <50	\$0.00	\$568.52	\$568.52
R <65 >50 & D <65	\$454.82	\$1,029.05	\$1,483.87
R <50 & D <65	\$0.00	\$1,483.87	\$1,483.87
R <65 >50 & D >65	\$454.82	\$410.48	\$865.30
R >65 & D <65	\$0.00	\$1,212.09	\$1,212.09
R & D >65	\$0.00	\$593.55	\$593.55

Premium Effective January 1, 2019

Effective January 1, 2019: At no time will the employees' share of the total premium be higher than any other union within the City. The increase to the total premium is capped at 15% over the prior year. At no time will the total health insurance premiums be higher than any other union.

EXHIBIT G

UAW V-CAP – AUTHORIZATION FOR PAYROLL DEDUCTION



AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP

To: _____

Company Name _____

Pub. # C2000 - 2/00 - 40M 

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of (check one)

- \$1.00 \$3.00 \$5.00 Other

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, and that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections, that all UAW members may be eligible for V-CAP raffle drawings, regardless of whether they make a contribution to UAW V-CAP, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by the UAW and AFL-CIO.

I also understand that the guidelines for contributions to UAW V-CAP set forth above are merely suggestions, that I can contribute more or less than the guidelines suggest, and that the Union will not favor or disadvantage me based on the amount of my contribution or my decision not to contribute.

Contributions or gifts to UAW V-CAP are not deductible as charitable contributions for federal tax purposes.

Name (Print) _____

Signature _____ Emp. No. _____

Address _____

Soc. Sec. No. _____ Date. _____

City _____ State _____ Zip _____

Local _____ Plant _____ Dept. _____

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.